

NM - 14

**ABATEMENT PLAN
MONITORING
REPORTS**

YEAR(S):

2005-2003



RECEIVED

APR 06 2005

OIL CONSERVATION
DIVISION

Invoice

Bill To:

Oil Conservation Division
Attn: Accounts Payable
1220 South St. Francis Drive
Santa Fe, NM 87505

Remit Payment To:

RESPEC
Attn: Accounts Receivable
4775 Indian School Road, NE
Suite 300
Albuquerque, NM 87110-3927
(505) 268-2661, (505) 268-0040 (FAX)

Contract Number : 40-805-09-18283
Purchase Order No. 05-199-000398
RESPEC Project Number : 01494.0002

Invoice Date : 3/31/05
Payment Terms : NET 30
Invoice No. INV-0305-0021

- | | | |
|----|---|-------------|
| 1. | <u>Consulting Services</u> | \$62,500.00 |
| | Additional Phase I Investigation Work
Jamar Inc., - Monument, NM | |
| 2. | <u>Tax</u> 6.7500% | \$4,218.75 |
| 3. | <u>Total Due This Invoice</u> | \$66,718.75 |

*OK to pay
Ed Martin
4-6-05
(Final Payment)*

Approved by:

David E. Withee
David E. Withee
Treasurer
RESPEC

Invoice
Oil Processing & Jamar Inc., Monument, NM
Additional Work - Phase I Investigation

Vendor No: 5187719
PA Number: 40-805-09-18283

RE/SPEC Inc.
Document # 05-199-000398

Item	Quantity	Unit	Description	Unit Price	Total Price
0001	230.00	Hour	Principal	\$75.00	\$17,250.00
0002	154.00	Hour	Senior Scientist	\$70.00	\$10,780.00
0005	78.00	Hour	Field Technician II	\$36.00	\$2,808.00
0009	19.75	Hour	Administrator	\$32.00	\$632.00
0042	4,095.00	Mile	Personal Vehicle Mileage	\$0.32	\$1,310.40
0043	16.00	Each	Per Diem / Overnight	\$65.00	\$1,040.00
0045	3,937.50	Each	Barrel Disposal	\$7.28	\$28,679.60
			Subtotal		\$62,500.00
			NMGRT	6.7500%	\$4,218.75
			Total		\$66,718.75



An Integrated Consulting and Services Company

Invoice

2004 JUL 9 AM 10 52

Bill To:

Oil Conservation Division
Attn: Accounts Payable
1220 South St. Francis Drive
Santa Fe, NM 87505

Remit Payment To:

RESPEC
Attn: Accounts Receivable
P.O. 3593
Albuquerque, NM 87190-3593

(505) 268-2661, (505) 268-0040 (FAX)

Contract Number : 40-805-09-18283
Purchase Order No. 04-199-000634
RESPEC Project Number : 01494.0001

Invoice Date : 6/30/04
Payment Terms : NET 30
Invoice No. INV-0604-0143

1. Consulting Services \$179,350.11
Work Plan for Phase I Investigation and Remediation at the JMAR Inc.
Former Oil Processing Plant located in Lea County, New Mexico

2. Tax 5.8125% \$10,424.73

3. Total Due This Invoice \$189,774.84

Handwritten note: OK to pay. Ed Martin 7/15/04

Approved by:

Signature of David E. Withee
David E. Withee
Treasurer
RESPEC

Progress Billing
 Oil Processing & Jamar Inc., Monument, NM.

Vendor No: 5187719
 PA Number: 40-805-09-18283

RE/SPEC Inc.
 Commodity Code: 72002 66074

Item	Quantity	Unit	Description	Unit Price	Total Price
0001	230.00	Hour	Principal	\$75.00	\$17,250.00
0002	206.50	Hour	Senior Scientist	\$70.00	\$14,455.00
0003	167.25	Hour	Project Manager/Certified Scientist	\$63.00	\$10,536.75
0004	6.00	Hour	Staff Scientist	\$50.00	\$300.00
0005	216.50	Hour	Field Technician II	\$36.00	\$7,794.00
0006	78.50	Hour	Field Technician I	\$31.00	\$2,433.50
0007	12.00	Hour	Draftsperson II	\$35.00	\$420.00
0009	4.50	Hour	Administrator	\$32.00	\$144.00
0011	2.00	Hour	Clerk	\$20.00	\$40.00
0012	10.00	Each	Combination - Exposimeter	\$5.00	\$50.00
0013	10.00	Each	Water Quality Meter	\$5.00	\$50.00
0019	10.00	Each	Fluid Detector	\$5.00	\$50.00
0021	5.00	Day	PID	\$5.00	\$25.00
0027	10.00	Day	Backhoe - Heavy Duty	\$180.00	\$1,800.00
0031	14.00	100 Foot	2 " Blank PVC, 10 Ft. Sections	\$14.80	\$207.20
0033	9.00	100 Foot	2 " Screen, 10 Ft. Sections	\$27.00	\$243.00
0035	36.00	Each	Filter Pack Sand per 100# sack	\$8.50	\$306.00
0036	6.00	Each	Bentonite pellets per 50# sack	\$27.00	\$162.00
0039	6.00	Each	12 " Well Vault	\$72.50	\$435.00
0040	197.00	Each	Copies	\$0.05	\$9.85
0042	13,836.50	Mile	Personal Vehicle Mileage	\$0.32	\$4,427.68
0043	48.00	Each	Per Diem / Overnight	\$65.00	\$3,120.00
0045	3,388.00	Each	Barrel Disposal	\$30.06	\$101,830.30
0046	15.00	Hour	Site Surveying	\$80.00	\$1,200.00
0047	685.00	Mile	Mobe/Demobe: Drill Rig (Medium duty)	\$1.50	\$1,027.50
0049	225.00	Foot	Hollow-Stem Auger Drilling Services(L)	\$19.00	\$4,275.00
0051	84.00	Foot	Coring	\$21.00	\$1,764.00
0053	7.00	Day	Pickup Truck	\$50.00	\$350.00
0054	2.00	Day	Steam Cleaner	\$80.00	\$160.00
0058	6.00	Each	Locking Cap 2"	\$8.00	\$48.00
0060	5.00	Day	Peristaltic Pump	\$50.00	\$250.00
			SW Abatement - Asbestos Removal		\$4,136.33
			Earth Data Analysis Center		\$50.00
			Subtotal		\$179,350.11
			NMGRT	5.8125%	\$10,424.73
			Total		\$189,774.84

ABCD
Receipt
S&A ATTACHE

Southwest Abatement Inc.
Environmental Reconditioning
4609 Kinney Street, SE
Albuquerque, NM 87105
(505) 873-2967

Invoice:

013367

Sold to

Respec Inc
4775 Indian School NE
Albuquerque, NM 87110

Ship to

Pipe Abatement Monument NM
NM HWY 8 approx 2.7 miles
South of Monument, NM

SAI #2551

Account
RESPECIN

P.O. Num
signed contract

Ship Via

Ship Date

Terms
Net 0

Invoice Date
05/20/2004

Page
1

Item

Quantity
1

Description
Removal & Disposal of Pipe

Unit Price
3930.00

Extended Price
3,930.00

Subtotal 3,930.00

Tax 206.33

Total \$4,136.33

EARTH DATA ANALYSIS CENTER
MSC01 1110, BANDELIER WEST, ROOM 111
1 UNIVERSITY OF NEW MEXICO
ALBUQUERQUE, NM 87131-0001
(505) 277-3622

Invoice

DATE	INVOICE #
5/5/2004	PSS 10889

BILL TO:

RESPEC
4775 Indian School Rd NE
Suite 300
Albuquerque, NM 87110

SHIP TO:

Ginger

P.O. NUMBER	TERMS	REP	SHIP	VIA	F.O.B.	PROJECT
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	Due on receipt	VV	5/5/2004	Network	NM	PSS 10889
QUANTITY	ITEM CODE	DESCRIPTION			PRICE EACH	AMOUNT

1	GDS153	Standard use of archive			30.00	30.00
4	GDS173	Digital Files (scanned)			5.00	20.00

Please pay from this invoice. No statement will be sent.

TOTAL \$50.00



An Integrated Consulting and Services Company

Invoice

Bill To:

Oil Conservation Division
1220 SO. ST. Francis Drive
Santa Fe, NM 87505

RECEIVED
MAY 21 2004
OIL CONSERVATION
DIVISION

Remit Payment To:

RESPEC
Attn: Accounts Receivable
4775 Indian School Road, NE, Suite 300
P.O. Box 3593
Albuquerque, NM 87190-3593
(505) 268-2661, (505) 268-0040 (FAX)

Contract Number : 04-199-000634
Purchase Order No. 40-805-09-18
RESPEC Project Number : 01494.0001

Invoice Date : 5/18/04
Payment Terms : NET 30
Invoice No. INV-0504-0006

1. Consulting Services

Work Plan for Phase I Investigation and Remediation at the JMAR Inc.
Former Oil Processing Plant located in Lea County, New Mexico

\$75,690.50

2. Tax 5.8125%

\$4,399.51

3. Total Due This Invoice

\$80,090.01

Approved by:

Signature of David E. Withee
David E. Withee
Treasurer
RESPEC

Progress Billing (through 4/30/04)
Oil Processing & Jamar Inc., Monument, NM

Vendor No. 5187719
 PA Number: 40-805-09-18283

RESPEC Inc.
 Commodity Code: 72002 66074

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	28	\$75.00	Hour	\$2,100.00	Principal
*0002	41	\$70.00	Hour	\$2,870.00	Senior Scientist
*0003	99	\$63.00	Hour	\$6,237.00	Project Manager/Certified Scientist
*0004	8	\$50.00	Hour	\$400.00	Staff Scientist
*0005	20	\$36.00	Hour	\$720.00	Field Technician II
*0006		\$31.00	Hour	\$0.00	Field Technician I
*0007		\$35.00	Hour	\$0.00	Draftsperson II
*0008		\$25.00	Hour	\$0.00	Draftsperson I
*0009	8	\$40.00	Hour	\$320.00	Administrator
*0010	4	\$30.00	Hour	\$120.00	Secretary
*0012		\$5.00	Each	\$0.00	Combination - Exposimeter
*0013		\$5.00	Each	\$0.00	Water Quality Meter
*0017				\$0.00	Expendable Field Equipment
*0019		\$5.00	Each	\$0.00	Fluid Detector
*0020		\$5.00	Each	\$0.00	Interface Probe
*0021		\$5.00	Day	\$0.00	PID
*0025		\$120.00	Day	\$0.00	Backhoe 1
*0026		\$157.00	Day	\$0.00	Backhoe 2
*0027		\$180.00	Day	\$0.00	Backhoe 3
*0028		\$350.00	Day	\$0.00	Trackhoe 1
*0029		\$450.00	Day	\$0.00	Trackhoe 2
*0031		\$1.50	Foot	\$0.00	2" blank PVC, 10 ft sections
*0033		\$2.70	Foot	\$0.00	2" screen, 10 ft sections
*0035		\$8.29	Each	\$0.00	Filter Pack Sand per 100# sack
*0036		\$46.75	Each	\$0.00	Bentonite pellets per 50# sack
*0037		\$7.00	Each	\$0.00	Bentonite Chips per 50# sack
*0038		\$50.00	Each	\$0.00	8" Manhole (well vault)
*0040	250	\$0.05	Each	\$12.50	Copies
*0042	4000	\$0.32	Mile	\$1,280.00	Personal Vehicle Mileage
*0043	25	\$65.00	Each	\$1,625.00	Per Diem/Overnight
*0046		\$80.00	Each	\$0.00	Site Surveying
*0047		\$1.50	Mile	\$0.00	Mobe/Demobe: Drill Rig (Medium duty)
*0048		\$15.00	Foot	\$0.00	Hollow-Stem Auger Drilling Services (S-M)
*0049		\$19.00	Foot	\$0.00	Hollow-Stem Auger Drilling Services (L)
*0050		\$170.00	Hour	\$0.00	Air Rotary Drill Rig
*0051		\$21.00	Foot	\$0.00	Coring
*0052		\$50.00	Day	\$0.00	Water Truck -
*0053		\$50.00	Day	\$0.00	Pick up Truck -
*0054		\$50.00	Day	\$0.00	Steam cleaner
*0058		\$8.00	Each	\$0.00	2" Locking J-Plug
*0060		\$50.00	Day	\$0.00	Peristaltic Pump
N/A		\$0.50	bbl	\$0.00	Shear
N/A		\$0.50	bbl	\$0.00	Disposal/Recycling Tank & Pipe
N/A		\$0.50	bbl	\$0.00	Transport of Tank and Pipe
N/A		\$60.00	Hour	\$0.00	Disposal of Misc. Trash
N/A		\$50.00	Hour	\$0.00	Transportation of Misc. Trash
N/A	15000	\$0.40	bbl	\$6,000.00	Disposal of Contaminated Fluids (recycle)
N/A	64	\$74.00	Hour	\$4,736.00	Transportation of Contaminated Fluids
N/A	760	\$15.25	Yd	\$11,590.00	Disposal of Contaminated Soil
N/A	64	\$74.00	Hour	\$4,736.00	Transportation of Contaminated Solids
N/A		\$400.00	Each	\$0.00	Delivery of Roll-off Containers
N/A		\$16.00	Yd	\$0.00	Clean Backfill (including transportation)
N/A	40	\$100.00	Hour	\$4,000.00	NORM Survey
N/A	96	\$70.00	Hour	\$6,720.00	Key Services Labor w/ Supervisor
N/A	96	\$74.00	Hour	\$7,104.00	Vacuum/Jet Truck
N/A	96	\$60.00	Hour	\$5,760.00	Water Truck for Vacuum/Jet Truck
N/A	96	\$78.00	Hour	\$7,488.00	Hot Oil Truck
NA	24	\$78.00	Hour	\$1,872.00	Transvac/Decon
		\$68.00	Foot	\$0.00	Asbestos Abatement
N/A		\$75.00	Day	\$0.00	Chloride Field Sample Kit
N/A		\$75.00	Day	\$0.00	TPH Field Sample Kit

TOTAL \$75,690.50 (a) + 0.058125 (NMGRT) = **\$80,090.01**

NOTE: LABORATORY COSTS ARE NOT INCLUDED

TASK 1

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	6	\$75.00	Hour	\$450.00	Principal
*0002	10	\$70.00	Hour	\$700.00	Senior Scientist
*0003	10	\$63.00	Hour	\$630.00	Project Manager/Certified Scientist
*0009	8	\$40.00	Hour	\$320.00	Administrator
*0010	4	\$30.00	Hour	\$120.00	Secretary
*0042	600	\$0.32	Mile	\$192.00	Personal Vehicle Mileage

Total \$2,412.00

TASK 2

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0003	4	\$63.00	Hour	\$252.00	Project Manager/Certified Scientist

Total \$252.00

TASK 3

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001		\$75.00	Hour	\$0.00	Principal
*0002		\$70.00	Hour	\$0.00	Senior Scientist
*0003		\$63.00	Hour	\$0.00	Project Manager/Certified Scientist
*0004	8	\$50.00	Hour	\$400.00	Staff Scientist
*0005		\$36.00	Hour	\$0.00	Field Technician II
*0040	200	\$0.05	Each	\$10.00	Copies
*0042	200	\$0.32	Mile	\$64.00	Personal Vehicle Mileage
NA					EDR Report

Total \$474.00

TASK 4

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	2	\$75.00	Hour	\$150.00	Principal
*0002	4	\$70.00	Hour	\$280.00	Senior Scientist
*0003	4	\$63.00	Hour	\$252.00	Project Manager/Certified Scientist
*0040	50	\$0.05	Each	\$2.50	Copies
*0042		\$0.32	Mile	\$0.00	Personal Vehicle Mileage
NA					

Total \$684.50

TASK 5

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	20	\$75.00	Hour	\$1,500.00	Principal
*0002	19	\$70.00	Hour	\$1,330.00	Senior Scientist
*0003	64	\$63.00	Hour	\$4,032.00	Project Manager/Certified Scientist
*0004		\$50.00	Hour	\$0.00	Staff Scientist
*0005		\$36.00	Hour	\$0.00	Field Technician II
*0006		\$31.00	Hour	\$0.00	Field Technician I
*0007		\$35.00	Hour	\$0.00	Draftsperson II
*0008		\$25.00	Hour	\$0.00	Draftsperson I
*0009		\$40.00	Hour	\$0.00	Administrator
*0010		\$30.00	Hour	\$0.00	Secretary
*0042	1000	\$0.32	Mile	\$320.00	Personal Vehicle Mileage
*0043	8	\$65.00	Each	\$520.00	Per Diem/Overnight
N/A	15000	\$0.40	bbl	\$6,000.00	Disposal of Contaminated Fluids (recycle)
N/A	96	\$70.00	Hour	\$6,720.00	Crain Services Labor w/ Supervisor
N/A	64	\$74.00	Hour	\$4,736.00	Transportation of Contaminated Fluids
N/A	64	\$74.00	Hour	\$4,736.00	Transportation of Contaminated Solids
N/A	96	\$74.00	Hour	\$7,104.00	Vacuum/Jet Truck
N/A	96	\$60.00	Hour	\$5,760.00	Water Truck for Vacuum/Jet Truck
N/A	96	\$78.00	Hour	\$7,488.00	Hot Oil Truck
NA	24	\$78.00	Hour	\$1,872.00	Transvac/Decon

Total \$52,118.00

TASK 6

N/A	40	\$100.00	Hour	\$4,000.00	NORM Survey
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Total \$4,000.00

TASK 8

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001		\$75.00	Hour	\$0.00	Principal
*0002	8	\$70.00	Hour	\$560.00	Senior Scientist
*0003		\$63.00	Hour	\$0.00	Project Manager/Certified Scientist
*0004		\$50.00	Hour	\$0.00	Staff Scientist
*0005		\$36.00	Hour	\$0.00	Field Technician II
*0006		\$31.00	Hour	\$0.00	Field Technician I
*0007		\$35.00	Hour	\$0.00	Draftsperson II
*0008		\$25.00	Hour	\$0.00	Draftsperson I
*0009		\$40.00	Hour	\$0.00	Administrator
*0010		\$30.00	Hour	\$0.00	Secretary
*0012		\$5.00	Each	\$0.00	Combination - Exposimeter
*0013		\$5.00	Each	\$0.00	Water Quality Meter
*0017					Expendable Field Equipment
*0019		\$5.00	Each	\$0.00	Fluid Detector
*0020		\$5.00	Each	\$0.00	Interface Probe
*0021		\$5.00	Day	\$0.00	PID
*0027		\$180.00	Day	\$0.00	Backhoe 3
*0042	800	\$0.32	Mile	\$256.00	Personal Vehicle Mileage
*0043	14	\$65.00	Each	\$910.00	Per Diem/Overnight
N/A		\$60.00	Hour	\$0.00	Disposal of Misc. Trash
N/A		\$50.00	Hour	\$0.00	Transportation of Misc. Trash
N/A		\$400.00	Each	\$0.00	Delivery of Roll-off Containers

Total \$1,726.00

TASK 9

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001		\$75.00	Hour	\$0.00	Principal
*0002		\$70.00	Hour	\$0.00	Senior Scientist
*0003		\$63.00	Hour	\$0.00	Project Manager/Certified Scientist
*0004		\$50.00	Hour	\$0.00	Staff Scientist
*0005		\$36.00	Hour	\$0.00	Field Technician II
*0006		\$31.00	Hour	\$0.00	Field Technician I
*0007		\$35.00	Hour	\$0.00	Draftsperson II
*0008		\$25.00	Hour	\$0.00	Draftsperson I
*0009		\$40.00	Hour	\$0.00	Administrator
*0010		\$30.00	Hour	\$0.00	Secretary
*0012		\$5.00	Each	\$0.00	Combination - Exposimeter
*0013		\$5.00	Each	\$0.00	Water Quality Meter
*0017					Expendable Field Equipment
*0019		\$5.00	Each	\$0.00	Fluid Detector
*0020		\$5.00	Each	\$0.00	Interface Probe
*0021		\$5.00	Day	\$0.00	PID
*0027		\$180.00	Day	\$0.00	Backhoe 3
*0042	800	\$0.32	Mile	\$256.00	Personal Vehicle Mileage
*0043		\$65.00	Each	\$0.00	Per Diem/Overnight
N/A	760	\$15.25	Yd	\$11,590.00	Disposal of Contaminated Soil
N/A		\$75.00	Day	\$0.00	Chloride Field Sample Kit
N/A		\$75.00	Day	\$0.00	TPH Field Sample Kit

Total \$11,846.00

TASK 10

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001		\$75.00	Hour	\$0.00	Principal
*0002		\$70.00	Hour	\$0.00	Senior Scientist
*0003	17	\$63.00	Hour	\$1,071.00	Project Manager/Certified Scientist
*0004		\$50.00	Hour	\$0.00	Staff Scientist
*0005		\$36.00	Hour	\$0.00	Field Technician II
*0006		\$31.00	Hour	\$0.00	Field Technician I
*0007		\$35.00	Hour	\$0.00	Draftsperson II
*0008		\$25.00	Hour	\$0.00	Draftsperson I
*0009		\$40.00	Hour	\$0.00	Administrator
*0010		\$30.00	Hour	\$0.00	Secretary
*0042	600	\$0.32	Mile	\$192.00	Personal Vehicle Mileage
*0043	1	\$65.00	Each	\$65.00	Per Diem/Overnight

Total \$1,328.00

TASK 13

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001		\$75.00	Hour	\$0.00	Principal
*0002		\$70.00	Hour	\$0.00	Senior Scientist
*0003		\$63.00	Hour	\$0.00	Project Manager/Certified Scientist
*0004		\$50.00	Hour	\$0.00	Staff Scientist
*0005	20	\$36.00	Hour	\$720.00	Field Technician II
*0006		\$31.00	Hour	\$0.00	Field Technician I
*0007		\$35.00	Hour	\$0.00	Draftsperson II
*0008		\$25.00	Hour	\$0.00	Draftsperson I
*0009		\$40.00	Hour	\$0.00	Administrator
*0010		\$30.00	Hour	\$0.00	Secretary
*0012		\$5.00	Each	\$0.00	Combination - Exposimeter
*0013		\$5.00	Each	\$0.00	Water Quality Meter
*0017					Expendable Field Equipment
*0019		\$5.00	Each	\$0.00	Fluid Detector
*0020		\$5.00	Each	\$0.00	Interface Probe
*0021		\$5.00	Day	\$0.00	PID
*0027		\$180.00	Day	\$0.00	Backhoe 3
*0042	0	\$0.32	Mile	\$0.00	Personal Vehicle Mileage
*0043	2	\$65.00	Each	\$130.00	Per Diem/Overnight

Total \$850.00

Grand Total \$75,690.50

COST ESTIMATE -
Oil Processing & Jamar Inc., Monument, NM

Vendor No. 5187719
PA Number: 40-805-09-18283

RESPEC Inc.
Commodity Code: 72002 66074

INVOICE # INV-0504-0006 → TO Be Disregarded Respec With Rebill with Documentation

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	1	28	Hour	\$75.00	Principal
*0002	75	116	Hour	\$70.00	Senior Scientist
*0003	291	390	Hour	\$63.00	Project Manager/Certified Scientist
*0004	250	286	Hour	\$50.00	Staff Scientist
*0005	276	286	Hour	\$36.00	Field Technician II
*0006	0		Hour	\$31.00	Field Technician I
*0007	10		Hour	\$35.00	Draftsperson II
*0008			Hour	\$25.00	Draftsperson I
*0009	4	12	Hour	\$40.00	Administrator
*0010	4	8	Hour	\$30.00	Secretary
*0012	10		Each	\$5.00	Combination - Exposimeter
*0013	10		Each	\$5.00	Water Quality Meter
*0017				\$0.00	Expendable Field Equipment
*0019	10		Each	\$5.00	Fluid Detector
*0020	10		Each	\$5.00	Interface Probe
*0021	10		Day	\$5.00	PID
*0025			Day	\$120.00	Backhoe 1
*0026			Day	\$157.00	Backhoe 2
*0027	28		Day	\$180.00	Backhoe 3
*0028			Day	\$350.00	Trackhoe 1
*0029			Day	\$450.00	Trackhoe 2
*0031	210		Foot	\$1.50	2" blank PVC, 10 ft sections
*0033	90		Foot	\$2.70	2" screen, 10 ft sections
*0035	100		Each	\$8.29	Filter Pack Sand per 100# sack
*0036			Each	\$46.75	Bentonite pellets per 50# sack
*0037	10		Each	\$7.00	Bentonite Chips per 50# sack
*0038	6		Each	\$50.00	8" Manhole (well vault)
*0040	750	1000	Each	\$0.05	Copies
*0042	1800	5800	Mile	\$0.32	Personal Vehicle Mileage
*0043	49	74	Each	\$65.00	Per Diem/Overnight
*0046	32		Each	\$80.00	Site Surveying
*0047	800		Mile	\$1.50	Mobe/Demobe: Drill Rig (Medium duty)
*0048	300		Foot	\$15.00	Hollow-Stem Auger Drilling Services (S-M)
*0049			Foot	\$19.00	Hollow-Stem Auger Drilling Services (L)
*0050			Hour	\$170.00	Air Rotary Drill Rig
*0051	300		Foot	\$21.00	Coring
*0052			Day	\$50.00	Water Truck -
*0053	10		Day	\$50.00	Pick up Truck -
*0054	7		Day	\$50.00	Steam cleaner
*0058	6		Each	\$8.00	2" Locking J-Plug
*0060	5		Day	\$50.00	Peristaltic Pump
N/A	5000		bbl	\$0.50	Shear
N/A	5000		bbl	\$0.50	Disposal/Recycling Tank & Pipe
N/A	5000		bbl	\$0.50	Transport of Tank and Pipe
N/A	40		Hour	\$60.00	Disposal of Misc. Trash
N/A			Hour	\$50.00	Transportation of Misc. Trash
N/A	15000		bbl	\$0.40	Disposal of Contaminated Fluids (recycle)
N/A	84		Hour	\$74.00	Transportation of Contaminated Fluids
N/A	240	1000	Yd	\$15.25	Disposal of Contaminated Soil
N/A	84		Hour	\$74.00	Transportation of Contaminated Solids
N/A	5		Each	\$400.00	Delivery of Roll-off Containers
N/A			Yd	\$16.00	Clean Backfill (including transportation)
N/A	40		Hour	\$100.00	NORM Survey
N/A	96		Hour	\$70.00	Key Services Labor w/ Supervisor
N/A	96		Hour	\$74.00	Vacuum/Jet Truck
N/A	96		Hour	\$60.00	Water Truck for Vacuum/Jet Truck
N/A	96		Hour	\$78.00	Hot Oil Truck
N/A	24		Hour	\$78.00	Transvac/Decon
	200		Foot	\$88.00	Asbestos Abatement
N/A	12		Day	\$75.00	Chloride Field Sample Kit
N/A	12		Day	\$75.00	TPH Field Sample Kit

* * * * * Receipts needed
* * * * * Receipts needed

TOTAL \$179,928.00 (a) + 0.058125 (NMGR) = \$190,386.32

NOTE: LABORATORY COSTS ARE NOT INCLUDED

TASK 1

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	0 .8	\$75.00	Hour	\$450.00	Principal
*0002	0 10	\$70.00	Hour	\$700.00	Senior Scientist
*0003	0 10	\$63.00	Hour	\$630.00	Project Manager/Certified Scientist
*0009	0 8	\$40.00	Hour	\$320.00	Administrator
*0010	0 4	\$30.00	Hour	\$120.00	Secretary
*0042	0 600	\$0.32	Mile	\$192.00	Personal Vehicle Mileage

TOTAL \$2,412.00 ✓
Remaining

TASK 2

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0003	0 4	\$63.00	Hour	\$252.00	Project Manager/Certified Scientist

TOTAL \$252.00 ✓
Remaining

TASK 3

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0004	0 .8	\$50.00	Hour	\$400.00	Staff Scientist
*0005	16	\$36.00	Hour	\$576.00	Field Technician II
*0040	0 200	\$0.05	Each	\$10.00	Copies
*0042	0 200	\$0.32	Mile	\$64.00	Personal Vehicle Mileage
NA				\$150.00	EDR Report

TOTAL \$1,200.00
 $\frac{474}{726.00}$ *remaining*

TASK 4

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	0 2	\$75.00	Hour	\$150.00	Principal
*0002	0 4	\$70.00	Hour	\$280.00	Senior Scientist
*0003	0 4	\$63.00	Hour	\$252.00	Project Manager/Certified Scientist
*0040	-50	\$0.05	Each	\$0.00	Copies
*0042		\$0.32	Mile	\$0.00	Personal Vehicle Mileage

TOTAL \$682.00
 $\frac{684.50}{2.50}$ *over*

TASK 5

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	-12 .8	\$75.00	Hour	\$600.00	Principal
*0002	-19	\$70.00	Hour	\$0.00	Senior Scientist
*0003	32 .96	\$63.00	Hour	\$6,048.00	Project Manager/Certified Scientist
*0042	0 1000	\$0.32	Mile	\$320.00	Personal Vehicle Mileage
*0043	0 .8	\$65.00	Each	\$520.00	Per Diem/Overnight
N/A	0 15000	\$0.40	bbl	\$6,000.00	Disposal of Contaminated Fluids (recycle)
N/A	0 .96	\$70.00	Hour	\$6,720.00	Key Services Labor w/ Supervisor
N/A	0 .64	\$74.00	Hour	\$4,736.00	Transportation of Contaminated Fluids
N/A	0 .64	\$74.00	Hour	\$4,736.00	Transportation of Contaminated Solids
N/A	0 .96	\$74.00	Hour	\$7,104.00	Vacuum/Jet Truck
N/A	0 .96	\$60.00	Hour	\$5,760.00	Water Truck for Vacuum/Jet Truck
N/A	0 .96	\$78.00	Hour	\$7,488.00	Hot Oil Truck
N/A	0 .24	\$78.00	Hour	\$1,872.00	Transvac/Decon

TOTAL \$51,904.00
 $\frac{52,118.00}{214}$ *over*
Receipts needed

TASK 6

N/A	0	40	\$100.00	Hour	\$4,000.00	NORM Survey
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Receipts Needed

TOTAL \$4,000.00 ✓ 0 remaining

TASK 7

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0002	36	\$70.00	Hour	\$2,520.00	Senior Scientist
*0003	36	\$63.00	Hour	\$2,268.00	Project Manager/Certified Scientist
*0043	3	\$65.00	Each	\$195.00	Per Diem/Overnight
N/A	5000	\$0.50	bbl	\$2,500.00	Shear
N/A	5000	\$0.50	bbl	\$2,500.00	Disposal/Recycling Tank & Pipe
N/A	5000	\$0.50	bbl	\$2,500.00	Transport of Tank and Pipe

TOTAL \$12,483.00 remaining

TASK 8

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0002	8	18	Hour	\$1,120.00	Senior Scientist
*0003	80	\$63.00	Hour	\$5,040.00	Project Manager/Certified Scientist
*0005	80	\$36.00	Hour	\$2,880.00	Field Technician II
*0027	10	\$180.00	Day	\$1,800.00	Backhoe 3
*0042	0	800	Mile	\$256.00	Personal Vehicle Mileage
*0043	6	20	Each	\$1,300.00	Per Diem/Overnight
N/A	40	\$60.00	Hour	\$2,400.00	Disposal of Misc. Trash
N/A		\$50.00	Hour	\$0.00	Transportation of Misc. Trash
N/A	5	\$400.00	Each	\$2,000.00	Delivery of Roll-off Containers

TOTAL \$16,796.00

TASK 9 \$15,070 remaining

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0004	140	\$50.00	Hour	\$7,000.00	Staff Scientist
*0005	140	\$36.00	Hour	\$5,040.00	Field Technician II
*0027	14	\$180.00	Day	\$2,520.00	Backhoe 3
*0042	0	800	Mile	\$256.00	Personal Vehicle Mileage
*0043	28	\$65.00	Each	\$1,820.00	Per Diem/Overnight
N/A	240	1000	Yd	\$15,250.00	Disposal of Contaminated Soil
N/A	12	\$75.00	Day	\$900.00	Chloride Field Sample Kit
N/A	12	\$75.00	Day	\$900.00	TPH Field Sample Kit

Receipts needed

TOTAL \$33,686.00

TASK 10 \$21,840 remaining

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0002	10	\$70.00	Hour	\$700.00	Senior Scientist
*0003	33	50	Hour	\$3,150.00	Project Manager/Certified Scientist
*0042	200	800	Mile	\$256.00	Personal Vehicle Mileage
*0043	4	5	Each	\$325.00	Per Diem/Overnight

TOTAL \$4,431.00

\$1,328.00
\$3,103 remaining

TASK 11

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0003	40	\$63.00	Hour	\$2,520.00	Project Manager/Certified Scientist
	200	\$68.00	Foot	\$13,600.00	Asbestos Abatement

TOTAL \$16,120.00 *remaining*

TASK 12

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0003	10	\$63.00	Hour	\$630.00	Project Manager/Certified Scientist
*0004	30	\$50.00	Hour	\$1,500.00	Staff Scientist
*0005	40	\$36.00	Hour	\$1,440.00	Field Technician II
*0027	4	\$180.00	Day	\$720.00	Backhoe 3

TOTAL \$4,290.00 *remaining*

TASK 13

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0005	0 20	\$36.00	Hour	\$720.00	Field Technician II
*0013	2	\$5.00	Each	\$10.00	Water Quality Meter
*0019	2	\$5.00	Each	\$10.00	Fluid Detector
*0042	800	\$0.32	Mile	\$256.00	Personal Vehicle Mileage
*0043	0 2	\$65.00	Each	\$130.00	Per Diem/Overnight

TOTAL \$1,126.00

$$\begin{array}{r} - 850.00 \\ \hline 276 \end{array}$$
remaining

TASK 14

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0002	10	\$70.00	Hour	\$700.00	Senior Scientist
*0003	20	\$63.00	Hour	\$1,260.00	Project Manager/Certified Scientist
*0004	80	\$50.00	Hour	\$4,000.00	Staff Scientist
*0013	8	\$5.00	Each	\$40.00	Water Quality Meter
*0017				\$200.00	Expendable Field Equipment
*0019	8	\$5.00	Each	\$40.00	Fluid Detector
*0021	8	\$5.00	Day	\$40.00	PID
*0031	210	\$1.50	Foot	\$315.00	2" blank PVC, 10 ft sections
*0033	90	\$2.70	Foot	\$243.00	2" screen, 10 ft sections
*0035	100	\$8.29	Each	\$829.00	Filter Pack Sand per 100# sack
*0037	10	\$7.00	Each	\$70.00	Bentonite Chips per 50# sack
*0038	6	\$50.00	Each	\$300.00	8" Manhole (well vault)
*0042	800	\$0.32	Mile	\$256.00	Personal Vehicle Mileage
*0043	8	\$65.00	Each	\$520.00	Per Diem/Overnight
*0046	32	\$80.00	Each	\$2,560.00	Site Surveying
*0047	800	\$1.50	Mile	\$1,200.00	Mobe/Demobe: Drill Rig (Medium duty)
*0048	300	\$15.00	Foot	\$4,500.00	Hollow-Stem Auger Drilling Services (S-M)
*0051	300	\$21.00	Foot	\$6,300.00	Coring
*0053	10	\$50.00	Day	\$500.00	Pick up Truck -
*0054	7	\$50.00	Day	\$350.00	Steam cleaner
*0058	6	\$8.00	Each	\$48.00	2" Locking J-Plug
*0060	5	\$50.00	Day	\$250.00	Peristaltic Pump

TOTAL \$24,521.00 *remaining*

TASK 15

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	10	\$75.00	Hour	\$750.00	Principal
*0002	30	\$70.00	Hour	\$2,100.00	Senior Scientist
*0003	40	\$63.00	Hour	\$2,520.00	Project Manager/Certified Scientist
*0007	10	\$35.00	Hour	\$350.00	Draftsperson II
*0009	4	\$40.00	Hour	\$160.00	Administrator
*0010	4	\$30.00	Hour	\$120.00	Secretary
*0040	500	\$0.05	Each	\$25.00	Copies

TOTAL \$6,025.00 *removing*

GRAND TOTAL \$179,928.00

TRACE ANALYSIS, INC.

6701 Aberdeen Avenue, Suite 9 Lubbock, Texas 79424 800•378•1296 806•794•1296 FAX 806•794•1298
155 McCutcheon, Suite H El Paso, Texas 79932 888•588•3443 915•585•3443 FAX 915•585•4944
E-Mail: lab@traceanalysis.com

RECEIVED

Bill To: **OCD-Santa Fe**
 1220 S. Saint Francis Dr.
 Santa Fe, NM 87505

MAY 13 2004

Invoice No. 6164

Invoice Date: 2004-05-11

Attn: Wayne Price

**OIL CONSERVATION
DIVISION**

Payment Due: 2004-06-10

Work Order:	4043013	
Project Location:	Monument, NM	
Project Name:	Jamar	P.A. # 20-521-07-02497
Project Number:	1459-01	

Item	Quantity	Matrix	Description	Price	Sub Total
BTEX	1	water	32883	\$40.00	\$40.00
Cations/Anions (General Chemistry)	1	water	32883	\$120.00	\$120.00
PAH	1	water	32883	\$125.00	\$125.00

Payment Terms: Net-30

Total \$285.00



Dr. Blair Leftwich, Director

OK to Pay
Marlyne Kieling
5-13-04



6701 Aberdeen Avenue, Suite 9
155 McCutcheon, Suite H

Lubbock, Texas 79424
El Paso, Texas 79932

800•378•1296
888•588•3443

806•794•1296
915•585•3443

FAX 806•794•1298
FAX 915•585•4944

E-Mail: lab@traceanalysis.com

RECEIVED

Bill To: **OCD-Santa Fe**
1220 S. Saint Francis Dr.
Santa Fe, NM 87505

MAY 11 2004

Invoice No. 6077

Attn: Wayne Price

**OIL CONSERVATION
DIVISION**

Invoice Date: 2004-05-06

Payment Due: 2004-06-05

Work Order:	4042615	C/PA/PO#	205210702497
Project Location:	Monument, NM	Vendor Code	752439743
Project Name:	JAMAR		

Item	Quantity	Matrix	Description	Price	Sub Total
BTEX	2	water	32595 - 32596	\$40.00	\$80.00
Cations/Anions (General Chemistry)	2	water	32595 - 32596	\$120.00	\$240.00
PAH	2	water	32595 - 32596	\$125.00	\$250.00

Payment Terms: Net-30

Total ~~\$570.00~~

Dr. Blair Leftwich, Director

Approved to pay
5-12-04
mjk

TRACE ANALYSIS, INC.

6701 Aberdeen Avenue, Suite 9
155 McCutcheon, Suite H

Lubbock, Texas 79424 800•378•1296
El Paso, Texas 79932 888•588•3443
E-Mail: lab@traceanalysis.com

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

RECEIVED

Bill To: **OCD-Santa Fe**
1220 S. Saint Francis Dr.
Santa Fe, NM 87505

MAY 05 2004

Invoice No. 6017

Invoice Date: 2004-05-03

Attn: Wayne Price

**OIL CONSERVATION
DIVISION**

Payment Due: 2004-06-02

Work Order:	4042614
Project Location:	Monument, NM
Project Name:	JAMAR

Item	Quantity	Matrix	Description	Price	Sub Total
Asbestos	23	soil	32572 - 32594	\$65.00	\$1,495.00
Shipping	1			\$15.00	\$15.00

Payment Terms: Net-30

Total \$1,510.00

Michael T. McI
Dr. Blair Leftwich, Director

*on to pay
5/16/04
Marty in R/L*

STATE OF NEW MEXICO
PURCHASE DOCUMENT



AGENCY CODE 521	DOCUMENT NUMBER 04-199-000635
DATE 03/31/04	BUDGET FY 04

VENDOR CODE 752439743

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

LUBBOCK TX79424

DO NOT STAPLE BAR CODES

SHIP TO	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCIS DRIVE SANTA FE, NM 87505	BILL TO	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCES DRIVE SANTA FE, NM 87505
	AGENCY CONTACT SALLY MARTINEZ		PHONE NUMBER 505-476-3483

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
199	521	P586	300	0700	3522	13,000.00	

Maximum of six accounting lines per purchase document TOTAL 13,000.00

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
1	199	521	0750	301	0700	3522	13,000.00
TOTAL							13,000.00

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

RECOMMENDED SOURCE & SPECIAL REMARKS:

ESTABLISH RENEWAL NO.:

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

C/PA /PO # 20-521-07-02 EXPIRES: 01-13-05

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

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

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

FOR ENCUMBERING PURPOSES ONLY REASON: _____

APPROVAL 1	DATE	APPROVAL 2	DATE
------------	------	------------	------

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

AGENCY AUTHORIZED SIGNATURE: _____ DATE: _____

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**STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION**

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **ORDER:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
2. **VARIATIONS IN QUANTITY:** No variation in the quantity of any item ordered by this order will be accepted unless such variation has been stated by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. **ASSIGNMENT:**
 - A) Under this order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph B below or as expressly authorized in writing 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 overcharges resulting from national verification issues are waived by the State as to goods, services, and materials purchased in connection with this order hereby assigned to the State.
6. **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 late fee. Discounts for payment within 10 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.
4. **INSPECTION:** Final inspection and acceptance will be made at the destination. Rejection requested at the destination for non-compliance with specifications shall be rendered at the Vendor's risk and expense, including after a time of rejection.
7. **INSPECTION OF PLANT:** The State Purchasing Agent may request, at any reasonable time, the part of the production, or any sub-production plant or place of business which is related to the performance of this contract.
8. **WARRANTY:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the same or better or equivalent warranty the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to, and do not deprive any rights attached to the State by any other cause of this order. Vendor agrees not to describe materials or services for a particular purpose or manufacturing.
9. **TERMS:** The net price shall include all State taxes.
10. **PACKING, SHIPPING AND INSURANCE:**
 - 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 shipment. The user's name will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.
 - B) The Vendor's invoice shall be submitted in duplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C) Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **DEFAULT:** The State reserves the right to cancel all or any part of the order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, be held by Vendor liable for any excess costs incurred 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 his control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and delays of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor where 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 he/she has not, either directly or indirectly, entered into an agreement, contract or any cooperative bidding in connection with this proposal submitted to the State Purchasing Agent.
13. **NON-DISCRIMINATION:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of that Act, Rev., 1972.
14. **THE PROCUREMENT CODE:** Sections 13-1-31 through 13-1-39 NMSA, 1978, together with and amendments thereto for its violation.

In addition, the New Mexico Criminal Statutes impose felony penalties for bribery, fraud and bid-rigging.
15. All bid items are to be NEW and of most current production, unless otherwise specified.

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

AGENCY CODE 521	DOCUMENT NUMBER 04-199-000635
DATE 03/31/04	BUDGET FY 04

TERMS	
DELIVERY DATE 03/31/04	FOB D
BUDGET VERIFIED BY:	

AGENCY NAME State of New Mexico Energy & Minerals

COMM LN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN.	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
1	1.000	EACH			Phase 1 Investigation Remediation for Jamar Inc. former oil treating plant for Laboratory Services.	13000.000000	13,000.00
TOTAL							13,000.00

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1 VENDOR (PRONLY)

2 DFA COPY

3 AGENCY COPY

AGENCY COPY

**STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION**

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **ORDERING:** When the State Purchasing Agent issues a purchase agreement in response to the Vendor's bid, a binding contract is created.
2. **VARIATION IN QUANTITY:** The variation in the quantity of any item ordered by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or flow-down in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
3. **ASSIGNMENT:**
 - A) Neither the order, nor any interest therein, nor claims thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph D below or as expressly authorized in writing by the STATE PURCHASING AGENT'S OFFICE. No such assignment or transfer shall release the Vendor from the obligations and liabilities under this order.
 - B) Vendor agrees that any and all claims for overcharge resulting from material variations from the terms of the state bid for goods, services, and materials purchased in connection with this bid are 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, defects hereunder.
5. **DEFERRED PAYMENT:** Payment deferrals will not be considered in accepting the low bid. Payments for purchase within 30 days will be considered after the award of the contract. Disallowed bids will be exempted from the date of receipt of the merchandise or services, whichever is later.
6. **INSPECTION:** Final inspection and acceptance will be made at the destination. Acceptance rejected at the destination for non-conformance with specifications shall be returned, at the Vendor's expense, promptly after notice of rejection.
7. **PROTECTION OF PLANT:** The State Purchasing Agent may require, at any reasonable time, the part of the contractor, or any subcontractor, plant or place of business, which is related to the performance of 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 warranty that the Vendor gives to any customer for such supplies or services, and that the terms and conditions provided herein shall extend to the State and its subdivisions and do not limit any rights afforded to the state by any other clause of the order. Vendor agrees not to divert a quantity of items for a particular purpose or non-transferability.
9. **WARRANTY:** The last price shall include all those types

10. PACKING, SHIPPING AND INVOICING:

- A) The State's purchase document number and the Vendor's name, item's name and quantity shall be shown on each packing and delivery ticket, invoice, bill of lading and other correspondence in connection with the shipment. The state's order will be accepted by the Vendor or final and conclusive on all shipments 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, and prices and extended totals. Separate invoices shall be submitted for each and every complete shipment.
- C) Invoices must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **DEFERRED:** 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 hold the Vendor liable for any excess costs incurred by the State due to the Vendor's failure. 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 of the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, seasonal service curtailments and delays of transportation due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor when obtainable from other sources is sufficient to meet the Vendor's meet the required delivery schedule. The rights and remedies in 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 he/she has not, either directly or indirectly, conspired with, aided or abetted in the violation of this competitive bidding in connection with this proposal submitted to the State Purchasing Agent.
13. **NON-DISCRIMINATION:** Vendor's 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 Civ. Rev., 1977.
14. **TRADE ASSOCIATION MEMBERSHIP:** Sections 13 1-18 through 13 1-19 NMSA, 1978, imposes civil and criminal penalties for its violation.

In addition, the New Mexico Statute which imposes felony penalties for bribery, gratuities and kickbacks.
15. All bid items are to be NEW and of more current production, unless otherwise specified.

STATE OF NEW MEXICO
PURCHASE DOCUMENT



AGENCY CODE 521	DOCUMENT NUMBER 04-199-000634
DATE 03/31/04	BUDGET FY 04

VENDOR CODE 460315848 A

VENDOR NAME AND ORDER ADDRESS
RE/SPEC INC
4775 INDIAN SCHOOL RD NE #300

ALBUQUERQUE NM87110

DO NOT STAPLE BAR CODES

S H I P T O	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCIS DRIVE SANTA FE, NM 87505	B I L L T O	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCES DRIVE SANTA FE, NM 87505
	AGENCY CONTACT SALLY MARTINEZ		PHONE NUMBER 505-476-3483

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
199	521	P586	300	0700	3522	190,400.00	
Maximum of six accounting lines per purchase document						TOTAL	190,400.00

DFA APPROVED

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

RECOMMENDED SOURCE & SPECIAL REMARKS:

ESTABLISH RENEWAL NO.:

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

CPA / PO # 40-805-09-18 EXPIRES: 11-23-04

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

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

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

FOR ENCUMBERING PURPOSES ONLY REASON: _____

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
1	199	521	0750	301	0700	3522	190,400.00
						TOTAL	190,400.00

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

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AGENCY CODE 521	DOCUMENT NUMBER 04-199-000634
DATE 03/31/04	BUDGET FY 04

STATE OF NEW MEXICO
PURCHASE DOCUMENT
CONTINUATION SHEET

TERMS	
DELIVERY DATE 03/31/04	FOB D
BUDGET VERIFIED BY:	

AGENCY NAME

State of New Mexico Energy & Minerals

COMM LN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN.	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
1	1.000	EACH			Phase 1 Investigation Remediation for Jamar Inc. former oil treating plant.	190400.000000	190,400.00

TOTAL	190,400.00
-------	------------

© 2001 State of NM

1 VENDOR (PRONLY)

2 DFA COPY

3 AGENCY COPY

AGENCY COPY

Telnet - 164.64.103.12

Connect Edit Terminal Help

ACTION: R SCREEN: EXP2 USERID: Fach

03/29/04 02:24:24 PM

EXPENSE BUDGET INQUIRY

BUDGET FY= 04 FUND= 199 AGENCY= 521
ORGANIZATION= 0750 ACTIVITY= FUNCTION=
OBJECT= 3532
DESCRIPTION: REPORTABLE OTHER SERVICES
SUB-OBJECT OPTION: BUDGETED POSITIONS: 0.00 REV SOURCE REF 1:
STATUS IND: A SPENDING CONTROL IND: REV SOURCE REF 2:
APPROPRIATION UNIT: 301 REV SOURCE REF 3:
SERIES NUM:

	CURRENT AMOUNTS	BEGIN DAY AMOUNTS
APPROVED BUDGET:	2,426,200.00	
CURRENT MODIFIED BUDGET:	2,426,200.00	2,426,200.00
PRE-ENCUMBERED:	443,000.00	443,000.00
ENCUMBERED:	945,936.00	945,936.00
EXPENDED:	256,690.77	256,690.77
UNOBLIGATED:	1,223,573.23	
UNCOMMITTED:	780,573.23	

Money Moved to 3522 on 3-30-04

To cover this project => 203,400

190,400 = Respec

13,000 - Trace Analysis

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT

90. Martinez
Oil Conservation
OCD

CONTRACT VENDOR(S)

* CONTRACT *

SITE MAINTENANCE & MONITORING

6 VENDORS (SEE PAGE -2-)

RECEIVED

JAN 16 2004

OIL CONSERVATION
DIVISION

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

BUYER: ELIZABETH OLONA
(505) 827-0480

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

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

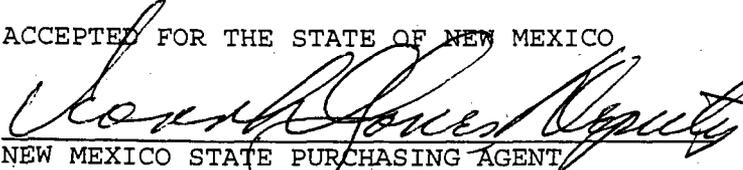
THIS CONTRACT IS MADE SUBJECT
TO THE TERMS AND CONDITIONS SHOWN
ON THE REVERSE SIDE OF THIS PAGE.

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

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

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

ACCEPTED FOR THE STATE OF NEW MEXICO


NEW MEXICO STATE PURCHASING AGENT

DATE: 11/24/03

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

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
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.
3. **Assignment:**
 - A. Neither the order, nor any interest therein, nor claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing 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 are 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 expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of 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 such 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. Vendor 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 and extended totals. Separate invoices shall be rendered for each and every complete shipment. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **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 hold the Vendor liable for any excess cost 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 he/she 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.
13. **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 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico 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 NMSA 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. **Arbitration:** Any controversy or claim arising between the parties shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



**STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION**



Page 2

CONTRACT**ARTICLE I - STATEMENT OF WORK**

Contract to provide requirements as indicated in specifications

ARTICLE II - TERM

The term of this Contract will be as indicated in specifications

ARTICLE III - TERMINATION

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

ARTICLE IV - AMENDMENT

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

ARTICLE V - PRICE SCHEDULE

Price(s) as listed are firm.

ARTICLE VI - INDEMNITY CLAUSE

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

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

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

ARTICLE VII - CONTRACTOR AGREEMENT

Contractor agrees to:

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

CONTRACTOR LICENSE NUMBER (IF APPLICABLE) _____ CLASSIFICATION:

CONTRACT VENDORS:

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

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

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

ALBUQUERQUE NM 87102-0000 TAX-ID -

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

ALBUQUERQUE NM 87110-0000 TAX-ID -

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

ALBUQUERQUE NM 87113-0000 TAX-ID -

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

ALBUQUERQUE NM 87110-0000 TAX-ID -

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

ALBUQUERQUE NM 87110-0000 TAX-ID -

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

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

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

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

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

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

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

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

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

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

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

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

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

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

HOURLY RATES MUST CONFORM TO THE CATEGORIES DEFINED M002
HEREIN. INDIVIDUALS ASSIGNED TO A TASK MUST MEET
THE MINIMUM EDUCATION/EXPERIENCE CRITERIA. PAYMENT
WILL BE BASED ON TASK PERFORMED.

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.

TAX NOTE: PRICE SHALL NOT INCLUDE STATE GROSS RECEIPTS TAX M003
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.

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

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

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

CONTRACTOR(S) FURTHER AGREES TO:

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

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

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

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

M004

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

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

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

A) PUBLIC LIABILITY AND AUTOMOBILE LIABILITY INSURANCE.

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

BODILY INJURY LIABILITY:

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

PROPERTY DAMAGE LIABILITY:

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

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

- A. THE POLICY TO PROVIDE THIS INSURANCE IS TO BE WRITTEN ON A COMPREHENSIVE GENERAL LIABILITY FORM OR COMMERCIAL GENERAL LIABILITY FORM WHICH MUST INCLUDE THE FOLLOWING:
 - 1. COVERAGE FOR LIABILITY ARISING OUT OF THE OPERATION OF INDEPENDENT CONTRACTORS.
 - 2. COMPLETED OPERATION COVERAGE.
 - 3. ATTACHMENT OF THE BROAD FORM COMPREHENSIVE GENERAL LIABILITY ENDORSEMENT.

- B. IN THE EVENT THAT THE USE OF EXPLOSIVES IS A REQUIRED PART OF THE CONTRACT, THE CONTRACTORS INSURANCE MUST INCLUDE COVERAGE FOR INJURY TO OR DESTRUCTION OF PROPERTY ARISING OUT OF BLASTING OR EXPLOSION.

- C. IN THE EVENT THAT A FORM OF WORK NEXT TO AN EXISTING BUILDING OR STRUCTURE IS A REQUIRED PART OF THE CONTRACT, THE CONTRACTOR'S INSURANCE MUST INCLUDE COVERAGE FOR INJURY TO OR DESTRUCTION OF PROPERTY ARISING OUT OF:
 - 1. THE COLLAPSE OF OR STRUCTURAL INJURY TO BUILDINGS OR STRUCTURES DUE TO EXCAVATION, INCLUDING BURROWING, FILLING OR BACK-FILLING IN CONNECTION THEREWITH, OR TO TUNNELING, COFFERDAM WORK OR CAISSON WORK OR TO MOVING, SHORING, UNDERPINNING, RAZING OR DEMOLITION OF BUILDINGS OR STRUCTURES OR REMOVAL OR REBUILDING OF STRUCTURAL SUPPORTS THEREOF.

- D. COVERAGE MUST BE INCLUDED FOR INJURY TO OR DESTRUCTION OF PROPERTY ARISING OUT OF INJURY TO OR DESTRUCTION OF WIRES, CONDUITS, PIPES, MAINS, SEWERS OR OTHER SIMILAR PROPERTY OR ANY APPARTUS IN CONNECTION THEREWITH BELOW THE SURFACE OF THE GROUND, IF SUCH INJURY OR DESTRUCTION IS CAUSED BY OR OCCURS DURING THE USE OF MECHANICAL EQUIPMENT FOR THE PURPOSE OF EXCAVATING, DIGGING OR DRILLING, OR TO INJURY TO OR DESTRUCTION OF PROPERTY AT ANY TIME RESULTING THEREFROM.

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

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 AGREEMENT SHALL FURNISH EVIDENCE OF CONTRACTOR'S INSURANCE COVERAGE BY A CERTIFICATE OF INSURANCE. THE CERTIFICATE OF INSURANCE SHALL BE SUBMITTED PRIOR TO AWARD OF THE CONTRACT/PRICE AGREEMENT.

THE CONTRACTOR SHALL HAVE THE N.M. STATE

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

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

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

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

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

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

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

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

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

BODILY INJURY LIABILITY, PROPERTY DAMAGE LIABILITY:

\$2,000,000 EACH OCCURANCE

LIABILITY AND PHYSICAL DAMAGE TO PROPERTY:

\$6,000,000 AGGREGATE

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

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

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

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

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

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

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

BIDDERS SHALL 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

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

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

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

CONTRACTOR NOTE:

M006

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

GS-29 LICENSE IS REQUIRED.

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

M007

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

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 _____ M008

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

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

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

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

** ITEM 0002 CONTINUED **

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

72.000000 (1)

95.000000 (2)

95.000000 (3)

85.000000 (4)

70.000000 (5)

98.900000 (7)

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

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

** ITEM 0003 CONTINUED **

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

59.000000 (1)

82.500000 (2)

70.000000 (3)

85.000000 (4)

63.000000 (5)

89.110000 (7)

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

49.000000 (1)

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

** ITEM 0004 CONTINUED **

66.000000 (2)

60.000000 (3)

60.000000 (4)

50.000000 (5)

82.230000 (7)

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

39.000000 (1)

55.000000 (2)

57.000000 (3)

40.000000 (4)

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

** ITEM 0005 CONTINUED **

36.000000 (5)

62.120000 (7)

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

31.000000 (1)

45.000000 (2)

47.000000 (3)

35.000000 (4)

31.000000 (5)

51.480000 (7)

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

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

** ITEM 0007 CONTINUED **

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

35.000000 (1)

65.000000 (2)

55.000000 (3)

45.000000 (4)

35.000000 (5)

75.000000 (7)

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

25.000000 (1)

51.750000 (2)

40.000000 (3)

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

** ITEM 0008 CONTINUED **

25.000000 (4)

25.000000 (5)

60.660000 (7)

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

22.000000 (1)

63.250000 (2)

55.000000 (3)

35.000000 (4)

32.000000 (5)

51.510000 (7)

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

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

** ITEM 0010 CONTINUED **

DOCUMENT REPRODUCTION.

22.000000 (1)

34.500000 (2)

30.000000 (3)

35.000000 (4)

30.000000 (5)

39.960000 (7)

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

19.000000 (1)

28.750000 (2)

25.000000 (3)

30.000000 (4)

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

** ITEM 0011 CONTINUED **

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

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

** ITEM 0013 CONTINUED **

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

-0-

(4)

5.000000 (5)

100.000000 (7)

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

35.000000 (1)

35.000000 (2)

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

-0-

(4)

5.000000 (5)

100.000000 (7)

0015 100.0 EA/DAY EC METER

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

** ITEM 0015 CONTINUED **

10.000000 (1)

45.000000 (2)

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

10.000000 (3)

-0-

(4)

5.000000 (5)

100.000000 (7)

0016 100.0 EA/DAY EH METER

10.000000 (1)

40.000000 (2)

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

10.000000 (3)

-0-

(4)

5.000000 (5)

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

** ITEM 0016 CONTINUED **

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

0018 50.0 EA/DAY EXPLOSIMETER

10.000000 (1)

40.000000 (2)

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

** ITEM 0018 CONTINUED **

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

15.000000 (3)

-0-

(4)

5.000000 (5)

35.000000 (7)

0019 100.0 EA/DAY FLUID LEVEL DETECTOR

10.000000 (1)

25.000000 (2)

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

10.000000 (3)

5.000000 (4)

5.000000 (5)

17.500000 (7)

0020 160.0 EA/DAY INTERFACE PROBE

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

** ITEM 0020 CONTINUED **

10.000000 (1)

65.000000 (2)

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

13.500000 (3)

-0-

(4)

5.000000 (5)

30.000000 (7)

0021 160.0 EA/DAY OVM (PID/FID)

10.000000 (1)

65.000000 (2)

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

20.000000 (3)

5.000000 (4)

5.000000 (5)

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

** ITEM 0021 CONTINUED **

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

10.000000 (1)

45.000000 (2)

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

15.000000 (3)

-0-

(4)

5.000000 (5)

22.000000 (7)

0023 160.0 EA/DAY PH METER

8.000000 (1)

20.000000 (2)

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

5.000000 (3)

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

** ITEM 0023 CONTINUED **

-0-

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

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

** ITEM 0025 CONTINUED **

200.000000 (2)

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

165.000000 (3)

180.000000 (4)

120.000000 (5)

ALONE; W/OPERATOR \$880.00

440.000000 (7)

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

180.000000 (1)

300.000000 (2)

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

180.000000 (3)

180.000000 (4)

157.000000 (5)

ALONE; W/OPERATOR \$975.00

575.000000 (7)

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

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

190.000000 (1)

400.000000 (2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE
 CALIBRATION STANDARDS, CONSUMED PARTS
 (UNLESS SPECIFIED), OR OPERATOR TIME 200.000000 (3)

180.000000 (4)

180.000000 (5)

ALONE; W/OPERATOR \$1140.00

740.000000 (7)

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

350.000000 (1)

250.000000 (2)

RENTAL EQUIPMENT AND METERS DO NOT INCLUDE
 CALIBRATION STANDARDS, CONSUMED PARTS
 (UNLESS SPECIFIED), OR OPERATOR TIME 325.000000 (3)

250.000000 (4)

350.000000 (5)

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

** ITEM 0028 CONTINUED **

ALONE; W/OPERATOR \$1140.00

740.000000 (7)

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

500.000000 (1)

350.000000 (2)

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

500.000000 (3)

350.000000 (4)

450.000000 (5)

ALONE; W/OPERATOR \$1340.00

940.000000 (7)

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

600.000000 (1)

500.000000 (2)

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

575.000000 (3)

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

** ITEM 0030 CONTINUED **

					500.00000	(4)
					550.00000	(5)
			ALONE; W/OPERATOR \$2200.00			
					1,800.00000	(7)
0031	100.0 FT.		2 IN. BLANK PVC, 10 FT. SECTIONS			
			THREADED WITH O-RING SEALS SCH 40 \$1.75			
					14.750000	(1)
					15.000000	(2)
			PER SECTION			
					13.000000	(3)
					15.000000	(4)
					14.800000	(5)
					4.500000	(7)
0032	100.0 FT.		4 IN. BLANK PVC, 10 FT. SECTIONS			
			THREADED WITH O-RING SEALS SCH 40 \$1.75			
					37.500000	(1)

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

** ITEM 0032 CONTINUED **

37.000000 (2)

PER SECTION

23.000000 (3)

37.000000 (4)

37.500000 (5)

8.000000 (7)

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

THREADED WITH O-RING SEALS SCH 40 \$1.75

27.000000 (1)

21.000000 (2)

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

15.750000 (3)

21.000000 (4)

27.000000 (5)

6.000000 (7)

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

0034 100.0 FT. 4 IN. SCREEN, 10 FT. SECTIONS

THREADED WITH O-RING SEALS SCH 40 \$1.75

62.500000 (1)

50.000000 (2)

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

39.500000 (3)

50.000000 (4)

62.500000 (5)

10.000000 (7)

0035 500.0 SACK FILTER PACK SAND PER 100# SACK

9.000000 (1)

15.000000 (2)

9.750000 (3)

7.000000 (4)

8.500000 (5)

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

** ITEM 0035 CONTINUED **

					17.000000	(7)
0036	500.0	EA.	BENTONITE PELLETS PER 50# BUCKET			

46.750000 (1)

30.000000 (2)

30.000000 (3)

28.000000 (4)

27.000000 (5)

55.000000 (7)

0037	500.0	EA.	BENTONITE CHIPS PER 50# SACK			
------	-------	-----	------------------------------	--	--	--

8.500000 (1)

7.000000 (2)

6.500000 (3)

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

** ITEM 0037 CONTINUED **

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

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

** ITEM 0039 CONTINUED **

65.000000 (2)

WELL VAULT COSTS DO NOT INCLUDE
 INSTALLATION OR ANCILLARY MATERIALS

62.000000 (3)

65.000000 (4)

72.500000 (5)

115.000000 (7)

0040 10000.0 EA. COPIES; EACH/PAGE

N/A (\$0.00)

(1)

0.100000 (2)

-0-

(3)

0.100000 (4)

0.050000 (5)

COLOR; B & W .10

0.300000 (7)

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

0041 500.0 EA. FAX TRANSMISSION; EACH/PAGE

N/A (\$0.00)

(1)

1.000000 (2)

-0-

(3)

-0-

(4)

0.100000 (5)

0.250000 (7)

0042 MILE MILEAGE-

PERSONAL VEHICLE MILEAGE

0.250000 (1)

0.670000 (2)

0.320000 (3)

0.370000 (4)

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

** ITEM 0042 CONTINUED **

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

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

** ITEM 0044 CONTINUED **

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

100.000000 (3)

115.000000 (4)

100.000000 (5)

ASSUMPTIONS LANDFILL NEUTRILIZE/STABILIZ
 OF REGULATED WASTE; 2000/MI ROUND TRIP

56.000000 (7)

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

100.000000 (1)

135.000000 (2)

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

100.000000 (3)

115.000000 (4)

100.000000 (5)

ASSUMPTIONS-TPH SOIL, 2000/MI ROUND TRIP

220.000000 (7)

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

0046 100.0 HOUR SITE SURVEYING

80.000000 (1)

100.000000 (2)

100.000000 (3)

50.000000 (4)

80.000000 (5)

163.000000 (7)

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

1.750000 (1)

MINIMUM MOBILIZATION: 50 MILES

2.900000 (2)

3.500000 (3)

1.500000 (4)

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

** ITEM 0047 CONTINUED **

1.500000 (5)

4.500000 (7)

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

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

14.000000 (1)

PER FOOT 12.00

7.000000 (2)

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

14.000000 (3)

PER FOOT \$19.50

7.000000 (4)

15.000000 (5)

25.000000 (7)

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

TO BE INDICATED RATE PER FOOT _____

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

** ITEM 0049 CONTINUED **

BASED ON A 4 IN. MONITOR WELL

19.000000 (1)

PER FOOT 17.00

9.000000 (2)

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

20.000000 (3)

PER FOOT \$26.50

9.000000 (4)

19.000000 (5)

30.000000 (7)

0050 500.0 HOUR AIR ROTARY

155.000000 (1)

160.000000 (2)

150.000000 (3)

150.000000 (4)

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

** ITEM 0050 CONTINUED **

150.000000 (5)

500.000000 (7)

0051 2000.0 FT. CORING

MATERIALS TO BE CORED-THROUGH ARE
 SITE SPECIFIC

28.000000 (1)

180.000000 (2)

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

45.000000 (3)

45.000000 (4)

21.000000 (5)

75.000000 (7)

0052 50.0 DAY WATER TRUCK
 2 IN. WELL CORING

95.000000 (1)

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

** ITEM 0052 CONTINUED **

150.000000 (2)

300.000000 (3)

145.000000 (4)

50.000000 (5)

350.000000 (7)

0053 50.0 DAY PICKUP TRUCK
 2 IN. WELL CORING

45.000000 (1)

60.000000 (2)

70.000000 (3)

50.000000 (4)

50.000000 (5)

100.000000 (7)

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

0054 50.0 DAY STEAM CLEANER
 2 IN. WELL CORING

80.000000 (1)

100.000000 (2)

125.000000 (3)

75.000000 (4)

80.000000 (5)

200.000000 (7)

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

120.000000 (1)

140.000000 (2)

135.000000 (3)

120.000000 (4)

120.000000 (5)

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

** ITEM 0055 CONTINUED **

360.000000 (7)

0056 % SYSTEM SERVICES: REPLACEMENT PARTS;

IE;

EXTRACTION BLOWER

200 CFM _____ % DISCOUNT

N/A (0.0%)

(1)

10%

(2)

0%

(3)

AT COST, 5%

(4)

AT COST -0%; EXTRACTION BLOWER 200 CFM
 0% DISCOUNT

(5)

20%

(7)

0057 PER LEVEL B PROTECTION SUIT-
 PER WORKER/PER DAY

114.000000 (1)

400.000000 (2)

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

** ITEM 0057 CONTINUED **

LEVEL B PROTECTION INCLUDES ENCAPSULATING SUIT,
 OVER BOOTS & SUPPLIED AIR/SCBA UNIT. SUIT ITSELF
 CAN BE PROVIDED FOR \$120.00 380.00000 (3)

400.00000 (4)

100.00000 (5)

243.00000 (7)

0058 50.0 EA LOCKING CAP
 2 IN. DIAMETER

7.500000 (1)

14.000000 (2)

LOCKING CAPS DO NOT INCLUDE PADLOCKS

13.000000 (3)

14.000000 (4)

8.000000 (5)

20.000000 (7)

0059 50.0 EA LOCKING CAP
 4 IN. DIAMETER

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

** ITEM 0059 CONTINUED **

15.000000 (1)

17.000000 (2)

LOCKING CAPS DO NOT INCLUDE PADLOCKS

15.000000 (3)

17.000000 (4)

15.000000 (5)

25.000000 (7)

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

44.000000 (1)

50.000000 (2)

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

45.000000 (3)

10.000000 (4)

50.000000 (5)

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

** ITEM 0060 CONTINUED **

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

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

Martin, Ed, EMNRD

Sent: Mon 6/20/2005 12:06 PM

From: Henard, Dave A [Dave.Henard@respec.com]
To: Martin, Ed, EMNRD
Cc:
Subject: JAMAR Update
Attachments:

NM-0-014

Ed,

Brief update on JAMAR project.

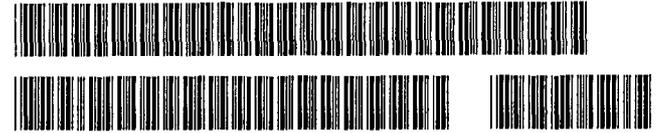
6/16/05- Mobilize to site with 1, D6H caterpillar dozer, 1, Deere 660H rubber tired front end loader (6 yard bucket) and 3, 20 yard belly dump trucks. Begin excavation along east side of pit location, excavation was dug from east to west at dimensions of 30 feet wide by 11' deep. Loaded out trucks with rubber tired loader, hauled 320 yards to Sundance disposal site in Eunice. Setup borrow pit with Cooper for backfill material when excavation is complete.

6/17/05- Continue excavation in pit with dozer, added one 20 yard belly dump when waste pile exceeded capabilities of front end loader to keep up. Hauled 520 yards to Sundance disposal site in Eunice. Total yards excavated and removed to date 840 cubic yards.

Call me if you have any questions.

Thanks
Dave

STATE OF NEW MEXICO
PURCHASE DOCUMENT



NM-0-014

AGENCY CODE	521	DOCUMENT NUMBER	05-199-000770
DATE	06/02/05	BUDGET FY	05

VENDOR CODE	460315848 A
VENDOR NAME AND ORDER ADDRESS	
RE/SPEC INC 4775 INDIAN SCHOOL RD NE #300	
ALBUQUERQUE	NM87110

DO NOT STAPLE BAR CODES

S H I P T O	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCIS DRIVE SANTA FE, NM 87505	B I L L T O	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCES DRIVE SANTA FE, NM 87505
	AGENCY CONTACT		ED MARTIN

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT	
1	199	521	P744	300	0700	3522	124,764.59	
Maximum of six accounting lines per purchase document							TOTAL	124,764.59

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

BUYER:

RECOMMENDED SOURCE & SPECIAL REMARKS:

ESTABLISH RENEWAL NO.:

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

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

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

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

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

FOR ENCUMBERING PURPOSES ONLY
REASON: _____

DFA APPROVED

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
1	199	521	0750	305	0700	3522	124,764.59
TOTAL							124,764.59

APPROVAL 1	DATE	APPROVAL 2	DATE
------------	------	------------	------

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

AGENCY AUTHORIZED SIGNATURE: _____ DATE: _____

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

AGENCY CODE 521	DOCUMENT NUMBER 05-199-000770
DATE 06/02/05	BUDGET FY 05

TERMS	
DELIVERY DATE 06/02/05	FOB D
BUDGET VERIFIED BY:	

AGENCY NAME State of New Mexico Energy & Minerals

COMM LN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN.	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
1	1.000	EACH			<i>Jamar, Inc. Former Oil Processing Plant in Lea County, NM- this is an inactive oil processing plant and remediation is necessary.</i>	124764.590000	124,764.59
TOTAL							124,764.59

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1 VENDOR (PRONLY)

2 DFA COPY

3 AGENCY COPY

AGENCY COPY

STATE OF NEW MEXICO
PURCHASE DOCUMENT



AGENCY CODE 521	DOCUMENT NUMBER 05-199-000770
DATE 06/02/05	BUDGET FY 05

NM-0-014

DO NOT STAPLE BAR CODES

VENDOR CODE 460315848 A
VENDOR NAME AND ORDER ADDRESS RE/SPEC INC 4775 INDIAN SCHOOL RD NE #300 ALBUQUERQUE NM87110

S H I P T O	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCIS DRIVE SANTA FE, NM 87505	B I L L T O	OIL CONSERVATION DIVISION 1220 SO. ST. FRANCES DRIVE SANTA FE, NM 87505
AGENCY CONTACT ED MARTIN	PHONE NUMBER 476-3492		

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT	
1	199	521	P744	300	0700	3522	124,764.59	
Maximum of six accounting lines per purchase document							TOTAL	124,764.59

DFA APPROVED

<input type="checkbox"/> PURCHASE REQUISITION <small>(BIDS MUST BE REQUESTED FOR ITEMS OVER \$1,500.00)</small>	BUYER:
RECOMMENDED SOURCE & SPECIAL REMARKS:	
<input type="checkbox"/> ESTABLISH	<input type="checkbox"/> RENEWAL NO.:
<input checked="" type="checkbox"/> CONTRACT, PRICE AGREEMENT, PURCHASE ORDER OTHER THAN PROFESSIONAL SERVICE CONTRACTS: <small>(APPROVED VENDORS MUST BE USED FOR ITEMS UNDER CONTRACT)</small>	
C/PA /PO # 408050918283 EXPIRES: 11-23-05	
<input type="checkbox"/> DIRECT PURCHASE ORDER <small>(ONLY VALID FOR PURCHASES \$1,500.00 AND UNDER)</small>	
<input type="checkbox"/> EXEMPT FROM THE NM PROCUREMENT CODE <small>PURSUANT TO SECTION _____ NMSA, 1978.</small>	
<input type="checkbox"/> EXCLUDED FROM PROCUREMENT THROUGH STATE PURCHASING <small>PURSUANT TO SECTION _____ NMSA, 1978.</small>	
<input type="checkbox"/> FOR ENCUMBERING PURPOSES ONLY <small>REASON: _____</small>	

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
1	199	521	0750	305	0700	3522	124,764.59
TOTAL							124,764.59

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

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1 VENDOR/S (ONLY)

2 DFA COPY

3 AGENCY COPY

4 AGENCY COPY

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
 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.
 3. **Assignment:**
 - A. Neither the order, nor any interest therein, nor claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing 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 are 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 expense, promptly after notice of rejection.
 7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of 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 such 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. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
 9. **Taxes:** The unit price shall exclude all State taxes.
- 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 and extended totals. Separate invoices shall be rendered for each and every complete shipment. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **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 hold the Vendor liable for any excess cost 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 he/she 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.
 13. **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 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico 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 NMSA 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. **Arbitration:** Any controversy or claim arising between the parties shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

STATE OF NEW MEXICO
PURCHASE DOCUMENT
CONTINUATION SHEET

AGENCY CODE 521	DOCUMENT NUMBER 05-199-000770
DATE 06/02/05	BUDGET FY 05

TERMS	
DELIVERY DATE 06/02/05	FOB D
BUDGET VERIFIED BY:	

AGENCY NAME State of New Mexico Energy & Minerals

COMM LN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN.	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
1	1.000	EACH			Jamar, Inc. Former Oil Processing Plant in Lea County, NM- this is an inactive oil processing plant and remediation is necessary.	124764.590000	124,764.59
TOTAL							124,764.59

© 2001 State of NM

1 VENDOR (PRONLY)

2 DFA COPY

3 AGENCY COPY

AGENCY COPY

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

- Ed Martin**
- OC**
1. **General:** When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
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.
3. **Assignment:**
- A. Neither the order, nor any interest therein, nor claim there under, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing 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 are 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 expense, promptly after notice of rejection.
7. **Inspection of Plant:** The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of 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 such 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. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
9. **Taxes:** The unit price shall exclude all State taxes.
- 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 and extended totals. Separate invoices shall be rendered for each and every complete shipment. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
11. **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 hold the Vendor liable for any excess cost 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 he/she 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.
13. **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 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
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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. **Arbitration:** Any controversy or claim arising between the parties shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

interoffice memo

Date: 6/1/2005

To: Jane Prouty/Vicky Zamora

NM-0-014

From: Ed Martin

Please encumber \$124,764.59 for the project described in the attached document.

This project has no responsible party for the remediation, so the "Reclamation Fund" monies will be used.

Vendor: 5187719
Respec Inc.
4775 Indian School Rd. NE
Albuquerque, NM 87110-3927

Name of Site: Jamar, Inc. Former Oil Processing Plant in Lea County, NM

Description: Jamar is the site of a now inactive oil processing plant and has been partially remediated. Additional work is necessary to complete the remediation. This work is described in the attached documents.

Contract: Work will be done under the New Mexico Department of Transportation contract numbered 40-805-09-18283. The commodity is "Site Maintenance and Monitoring" and the expiration date is November 23, 2005. A copy of this contract is also attached for your reference.



cem

May 10, 2005

Mr. Edwin Martin
New Mexico Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, NM 87505

Dear Mr. Martin:

Re: Work Plan for Continued Remediation at the JAMAR Inc. Former Oil Processing Plant in Lea County, New Mexico

RESPEC is pleased to submit the following work plan and cost estimate for the above-referenced site. All work will be conducted in accordance with all pertinent state and federal regulations. A professional geologist will have direct supervisory control over the project. RESPEC will give a minimum of 96 hours' advance notice to the Oil Conservation Division (OCD) project manager before starting work.

RESPEC completed the initial site assessment and reclamation for the JAMAR site in April 2005 (see *Phase I and Phase II Environmental Site Assessment and Site Restoration Report*, RESPEC Topical Report RSI-1832, April 4, 2005). At the conclusion of the report, RESPEC made the following recommendations:

- Three areas of petroleum-contaminated soils (PCS) were confirmed by field and laboratory analysis, but the PCS were not excavated and removed during this operation. South of the lease road, the area designated as Excavation No. 3 contains buried paraffin, oil-saturated soil, and trash. This area is estimated to contain approximately 2,000 cubic yards of exempt oilfield waste. North of the lease road, the areas designated as Excavation No. 8 and Excavation T-13 contain soils saturated with an estimated quantity of 1,500 cubic yards of exempt oilfield waste. It is recommended that these areas be treated by excavation, transport, and disposal of the exempt non-hazardous oilfield waste.
- Groundwater laboratory analysis by Environmental Protection Agency (EPA) Method 8260 revealed benzene concentrations of 53 micrograms per liter in Monitoring Well 6 (MW-6). Additional groundwater investigation is needed to confirm the source and extent of contaminants of concern. Four additional groundwater monitoring wells will be installed to complete the hydrogeological investigation.

Based on these recommendations and responding to your letter of April 14, 2005, RESPEC proposes that the following scope of work be completed at the site:

- Task 1 Prepare a work plan.
- Task 2 Contact New Mexico One Call and map all buried pipelines and electrical hazards on site.
- Task 3 Prepare a site-specific health and safety plan.
- Task 4 Excavate the buried trash pit (designated as Excavation No. 3) on the south side of the lease road.
- Task 5 Excavate the areas north of the lease road designated as Excavation No. 8 and Excavation T-13.
- Task 6 Backfill all excavations and shape them to the existing grade of the site.
- Task 7 Drill and complete four groundwater monitoring wells.
- Task 8 Prepare and submit a Site Restoration Report.

TASK 1 – PREPARE A WORK PLAN

This task involves the preparation of the work plan and cost estimates, site reconnaissance, and interaction with all subcontractors and the OCD project manager.

TASK 2 – CONTACT NEW MEXICO ONE CALL AND MAP ALL BURIED PIPELINES AND ELECTRICAL HAZARDS ON SITE

RESPEC will contact the New Mexico One Call System in order to locate, mark, and map all buried pipelines and utilities at the site. A One Call log will be maintained and updated as required.

TASK 3 – PREPARE A SITE-SPECIFIC HEALTH AND SAFETY PLAN

A site-specific health and safety plan (HASP) will be completed before fieldwork commences. The HASP will include, but not be limited to, the following: a site information summary; a list of key personnel on site and their responsibilities; a list of site hazards; emergency information; a job hazard assessment; and procedures for decontamination and disposal, employee training, and emergencies.

TASK 4 – EXCAVATE THE BURIED TRASH PIT ON THE SOUTH SIDE OF THE LEASE ROAD

The buried trash pit, designated as Excavation No. 3, is estimated to contain 2,000 cubic yards of exempt oilfield waste and miscellaneous debris. RESPEC personnel will oversee the excavation, transport, and disposal of this material.

A top dressing material suitable for promoting plant growth will be spread out over the graded area. Equipment to be used for this task may include dump trucks, bulldozers, and graders.

TASK 5 – EXCAVATE TWO AREAS NORTH OF THE LEASE ROAD

The areas north of the lease road, designated as Excavation No. 8 and Excavation T-13, contain approximately 1,500 cubic yards of exempt oilfield waste. RESPEC personnel will oversee the excavation, transport, and disposal of this material.

TASK 6 – BACKFILL EXCAVATION AREAS

This task will include all backfill to surface grade, drainage, and site restoration.

TASK 7 – DRILL AND COMPLETE FOUR GROUNDWATER MONITORING WELLS

Four soil borings will be drilled and completed as groundwater monitoring wells 2 inches in diameter and with an estimated water depth of 20-35 feet below ground surface. Each boring will be continuously cored, and samples will be collected at 5-foot intervals for field screening and laboratory analysis (two per boring). Spectrum Drilling will provide a CME-75 hollow-stem auger drilling rig for boring and well completion. Monitoring wells will be surveyed for United States Geological Survey (USGS) elevations at the top of casing to determine the magnitude and direction of the groundwater gradient. The RESPEC project geologist will oversee all work and field description of lithology, field screening of cores (by PID and chloride), well development, laboratory sample preservation and chain of custody, and well completion procedures. A final report will include all findings, procedures, and groundwater impact, if any.

TASK 8 – PREPARE AND SUBMIT A SITE RESTORATION REPORT

Following completion of fieldwork, RESPEC will prepare and submit an updated Site Restoration Report to the OCD project manager. The report will include, but not be limited to, the following:

- A detailed site map showing locations of utilities and a summary of site conditions.
- A discussion of the data collection methods.
- Laboratory results with chain-of-custody records.
- The horizontal and vertical extent of soil contamination, including raw data from boring logs.
- A description of actions taken and future plans for the recovery of highly contaminated soil or free product.
- A potentiometric surface plot with the magnitude of the groundwater gradient and the flow direction.
- Isoconcentration maps and site cross sections showing the geology and contaminant distribution.
- Details of the soil removal action and its effectiveness, including all volumes excavated and removed for disposal.
- A familiarity statement by the RESPEC project manager.

ASSUMPTIONS

- Excavation areas will be free of underground utilities.
- Excavated areas will be finished with backfill.
- Access to the site will be during normal working hours.
- All waste at the site is considered exempt oilfield waste. If, during the course of the investigation, the waste becomes classified as nonexempt, additional testing by toxic characteristics leaching procedure (TCLP) and testing for reactivity, corrosivity, and ignitability (RCI) will be required, along with disposal fees, to obtain a C-138 Oil Commission Permit.
- All laboratory fees will be billed under a separate price agreement between the OCD and the laboratories.

INSURANCE

RESPEC maintains at its own expense the following insurance plans in dollar amounts equal to or greater than those of the services to be performed under the terms of this work plan.

- Workers' compensation insurance: statutory.
- Employer's liability insurance of \$500,000 per occurrence, \$1,000,000 aggregate.
- Comprehensive general liability insurance of \$1,000,000 per occurrence, \$1,000,000 aggregate.
- Vehicle liability insurance of \$500,000 per occurrence (property damage and bodily injury combined).

Within 20 working days of the contract signing, RESPEC will provide the owner/operator with a certificate of insurance naming the owner/operator as the certificate holder.

Respectfully submitted by:



Dave Henard
Manager, Geosciences

DAH:pas

Enclosure

cc: Project Central File 1494 — Category E

Cost Estimate - Continued Corrective Action
 Oil Processing & Jamar Inc., Monument, NM

Vendor No. 5187719
 PA Number: 40-805-09-18283

RESPEC Inc.
 Commodity Code: 72002 66074

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	40	\$75.00	Hour	\$3,000.00	Principal
*0002	120	\$70.00	Hour	\$8,400.00	Senior Scientist
*0003		\$63.00	Hour	\$0.00	Project Manager/Certified Scientist
*0004		\$50.00	Hour	\$0.00	Staff Scientist
*0005	40	\$36.00	Hour	\$1,440.00	Field Technician II
*0006		\$31.00	Hour	\$0.00	Field Technician I
*0007	10	\$35.00	Hour	\$350.00	Draftsperson II
*0008		\$25.00	Hour	\$0.00	Draftsperson I
*0009	8	\$32.00	Hour	\$256.00	Administrator
*0010		\$30.00	Hour	\$0.00	Secretary
*0011		\$20.00	Hour	\$0.00	Clerk
*0012		\$5.00	Each	\$0.00	Combination - Exposimeter
*0013		\$5.00	Each	\$0.00	Water Quality Meter
*0017					Expendable Field Equipment (seed, fertilizer, mulch)
*0019		\$5.00	Each	\$0.00	Fluid Detector
*0020		\$5.00	Each	\$0.00	Interface Probe
*0021		\$5.00	Day	\$0.00	PID
*0025		\$120.00	Day	\$0.00	Backhoe 1
*0026		\$157.00	Day	\$0.00	Backhoe 2
*0027		\$180.00	Day	\$0.00	Backhoe 3
*0028		\$350.00	Day	\$0.00	Trackhoe 1
*0029		\$450.00	Day	\$0.00	Trackhoe 2
*0031	100	\$1.48	Foot	\$148.00	2" blank PVC, 10 ft sections
*0033	60	\$2.70	Foot	\$162.00	2" screen, 10 ft sections
*0035	30	\$7.00	Each	\$210.00	Filter Pack Sand per 100# sack
*0036	4	\$27.00	Each	\$108.00	Bentonite pellets per 50# sack
*0037		\$7.00	Each	\$0.00	Bentonite Chips per 50# sack
*0039		\$72.50	Each	\$0.00	12" Manhole (well vault)
*0040	50	\$0.05	Each	\$2.50	Copies
*0042	2000	\$0.32	Mile	\$640.00	Personal Vehicle Mileage
*0043	12	\$65.00	Each	\$780.00	Per Diem/Overnight
*0045	23100	\$4.09	Each	\$94,479.00	Barrel Disposal - Solids
*0046		\$80.00	Each	\$0.00	Site Surveying
*0047	700	\$1.50	Mile	\$1,050.00	Mobe/Demobe: Drill Rig (Medium duty)
*0048		\$15.00	Foot	\$0.00	Hollow-Stem Auger Drilling Services (S-M)
*0049	160	\$19.00	Foot	\$3,040.00	Hollow-Stem Auger Drilling Services (L)
*0050		\$170.00	Hour	\$0.00	Air Rotary Drill Rig
*0051	160	\$21.00	Foot	\$3,360.00	Coring
*0052		\$50.00	Day	\$0.00	Water Truck -
*0053		\$50.00	Day	\$0.00	Pick up Truck -
*0054		\$50.00	Day	\$0.00	Steam cleaner
*0058		\$8.00	Each	\$0.00	2" Locking J-Plug
*0060		\$50.00	Day	\$0.00	Peristaltic Pump

TOTAL \$117,425.50 (a) +

0.0625 (NMGRT): **\$124,764.59**



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

BILL RICHARDSON

Governor

Joanna Prukop

Cabinet Secretary

Mark E. Fesmire, P.E.

Director

Oil Conservation Division

April 14, 2005

Mr. John R. Bunch
Mr. David A. Henard
RESPEC
4775 Indian School Rd. NE, Suite 300
Albuquerque, NM 87110

Re: Phase I and Phase II Environmental Site Assessment
And Site Restoration Report
Jamar Oil Processing and Treating Plant
Monument, Lea County, New Mexico
Dated April 4, 2005
Topical Report RSI-1832
NMOCD Ref. #NM-0-014

Dear Messrs. Bunch and Henard:

The New Mexico Oil Conservation Division (NMOCD) has received and reviewed the report shown above. This report is hereby approved.

As shown in the report, there are certain areas still existing at the site in question that require remediation efforts. Please provide an estimate to remediate the "trash pit" located south of the lease road as shown in Figure 5 of the report.

It is the understanding of the NMOCD that the landowner, Mr. Jim Cooper, requested that certain tanks be left in place at the site. Have all other tanks been removed, and have the tank footprints been remediated?

Include in your estimate requested in paragraph 2 of this letter, any additional costs associated with remediation in areas that are not occupied by the tanks left on site.

If you have any questions, contact me at (505) 476-3492 or emartin@state.nm.us

NEW MEXICO OIL CONSERVATION DIVISION

Edwin E. Martin
Environmental Bureau



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

BILL RICHARDSON

Governor

Joanna Prukop

Cabinet Secretary

Mark E. Fesmire, P.E.

Director

Oil Conservation Division

November 8, 2004

Mr. David A. Henard
RESPEC
4775 Indian School Rd. NE
Suite 300
Albuquerque, NM 87110-3927

Dear Mr. Henard:

The New Mexico Oil Conservation Division (NMOCD) has received RESPEC's "Progress Report and Revised Work Plan for Phase I Investigation and Remediation at the JAMAR, Inc. Former Oil Processing Plant, dated July 15, 2004. Thank you.

Attachment "H" (copy enclosed) of the referenced report shows the detail of additional work necessary to complete Phase I of this project. The NMOCD accepts this proposal and has issued purchase order number 05-199-000398 (copy enclosed) to cover this work. Please proceed with the work detailed as soon as possible.

If you have any questions, contact me at (505) 476-3492 or emartin@state.nm.us

NEW MEXICO OIL CONSERVATION DIVISION

Edwin E. Martin
Environmental Bureau

cc: NMOCD, Hobbs

Cost Estimate - Change Order (GSD Unit Pricing)
 Oil Processing & Jamar Inc., Monument, NM

Vendor No. 5187719
 PA Number: 40-805-09-18283

RESPEC Inc.
 Commodity Code: 72002 66074

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	40	\$75.00	Hour	\$3,000.00	Principal
*0002	160	\$70.00	Hour	\$11,200.00	Senior Scientist
*0003		\$63.00	Hour	\$0.00	Project Manager/Certified Scientist
*0004		\$50.00	Hour	\$0.00	Staff Scientist
*0005	60	\$36.00	Hour	\$2,160.00	Field Technician II
*0006		\$31.00	Hour	\$0.00	Field Technician I
*0007	40	\$35.00	Hour	\$1,400.00	Draftsperson II
*0008		\$25.00	Hour	\$0.00	Draftsperson I
*0009	60	\$32.00	Hour	\$1,920.00	Administrator
*0010		\$30.00	Hour	\$0.00	Secretary
*0011		\$20.00	Hour	\$0.00	Clerk
*0012		\$5.00	Each	\$0.00	Combination - Exposimeter
*0013		\$5.00	Each	\$0.00	Water Quality Meter
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*0019		\$5.00	Each	\$0.00	Fluid Detector
*0020		\$5.00	Each	\$0.00	Interface Probe
*0021		\$5.00	Day	\$0.00	PID
*0025		\$120.00	Day	\$0.00	Backhoe 1
*0026		\$157.00	Day	\$0.00	Backhoe 2
*0027		\$180.00	Day	\$0.00	Backhoe 3
*0028		\$350.00	Day	\$0.00	Trackhoe 1
*0029		\$450.00	Day	\$0.00	Trackhoe 2
*0031		\$1.48	Foot	\$0.00	2" blank PVC, 10 ft sections
*0033		\$2.76	Foot	\$0.00	2" screen, 10 ft sections
*0035		\$7.00	Each	\$0.00	Filter Pack Sand per 100# sack
*0036		\$27.00	Each	\$0.00	Bentonite pellets per 50# sack
*0037		\$7.00	Each	\$0.00	Bentonite Chips per 50# sack
*0039		\$72.50	Each	\$0.00	12" Manhole (well vault)
*0040	500	\$0.05	Each	\$25.00	Copies
*0042	5000	\$0.32	Mile	\$1,600.00	Personal Vehicle Mileage
*0043	16	\$65.00	Each	\$1,040.00	Per Diem/Overnight
*0045	3200	\$12.87	Each	\$41,184.00	Barrel Disposal - Solids
*0046		\$80.00	Each	\$0.00	Site Surveying
*0047		\$1.50	Mile	\$0.00	Mobe/Demobe: Drill Rig (Medium duty)
*0048		\$15.00	Foot	\$0.00	Hollow-Stem Auger Drilling Services (S-M)
*0049		\$19.00	Foot	\$0.00	Hollow-Stem Auger Drilling Services (L)
*0050		\$170.00	Hour	\$0.00	Air Rotary Drill Rig
*0051		\$21.00	Foot	\$0.00	Coring
*0052		\$50.00	Day	\$0.00	Water Truck -
*0053		\$50.00	Day	\$0.00	Pick up Truck -
*0054		\$50.00	Day	\$0.00	Steam cleaner
*0058		\$8.00	Each	\$0.00	2" Locking J-Plug
*0060		\$50.00	Day	\$0.00	Peristaltic Pump
					SW Abatement
					Earth Data Analysis Center

TOTAL \$63,529.00 (a) + 0.0625 (NMGR) : \$67,499.56

Attachment H

Accepted
 PO 05-199-000398

STATE OF NEW MEXICO
PURCHASE DOCUMENT



AGENCY CODE 521	DOCUMENT NUMBER 05-199-000398
DATE 10/26/04	BUDGET FY 05

VENDOR CODE 460315848 A

VENDOR NAME AND ORDER ADDRESS
RE/SPEC INC
4775 INDIAN SCHOOL RD NE #300

ALBUQUERQUE NM87110

DO NOT STAPLE BAR CODES

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

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT	
1	199	521	P744	300	0700	3522	68,000.00	
Maximum of six accounting lines per purchase document							TOTAL	68,000.00

LN	FUND	AGCY	ORG/PRG	APPR UNIT	DIVISION	OBJECT	AMOUNT
1	199	521	0750	305	0700	3522	68,000.00
TOTAL							68,000.00

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

RECOMMENDED SOURCE & SPECIAL REMARKS:

ESTABLISH RENEWAL NO.:

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

C/P# / PO # 40-805-09-18283 EXPIRES: 11/23/04

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

EXEMPT FROM THE NM PROCUREMENT CODE PURSUANT TO SECTION _____ N.M.S.A. 1978.

EXCLUDED FROM PROCUREMENT THROUGH STATE PURCHASING PURSUANT TO SECTION _____ N.M.S.A. 1978.

FOR ENCUMBERING PURPOSES ONLY REASON: _____

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

© 2001 State of NM

- 1 VENDOR/SPP (PRONLY)
- 2 DFA COPY
- 3 AGENCY COPY
- 4 AGENCY COPY

AGENCY CODE 521	DOCUMENT NUMBER 05-199-000398
DATE 10/26/04	BUDGET FY 05

STATE OF NEW MEXICO
PURCHASE DOCUMENT
CONTINUATION SHEET

TERMS	
DELIVERY DATE 10/26/04	FOB D
BUDGET VERIFIED BY:	

AGENCY NAME

State of New Mexico Energy & Minerals

COMM LN	QUANTITY	UNIT	COMMODITY CODE	ACCT LN.	ARTICLE AND DESCRIPTION	UNIT COST	TOTAL COST
1	1.000	EACH			Phase 1 Investigation Remediation- additional work needed for Jamar Inc. former oil treating plant.	68000.000000	68,000.00
TOTAL							68,000.00

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1 VENDOR (PRONLY)

2 DFA COPY

3 AGENCY COPY

AGENCY COPY



An Integrated Consulting and Services Company

4775 Indian School Road NE, Suite 300
Albuquerque, New Mexico 87110-3927
Phone: 505.268.2661 Fax: 505.268.0040<http://www.respec.com>

July 15, 2004

Mr. Edwin Martin
New Mexico Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, NM 87505

Dear Mr. Martin:

Re: Progress Report and Revised Work Plan for Phase I Investigation and Remediation at the JAMAR Inc. Former Oil Processing Plant

RESPEC is pleased to submit the following work plan and cost estimate for the above-referenced site. All work will be conducted in accordance with all pertinent state and federal regulations. A Professional Geologist/Engineer will have direct supervisory control over the project. RESPEC will give the Oil Conservation Division (OCD) Project Manager a minimum of 96 hours' advance notice prior to starting work.

On April 21, 2004, RESPEC personnel initiated the Phase 1 Investigation at the JAMAR site. During tank decommission operations on April 29, 2004, it was discovered that two tanks (designated T-2 and T-3) had false concrete floors, and the tanks continued below surface grade 8 feet and 12 feet, respectively. The OCD was notified and a field inspection was performed by Mr. Larry Johnson of the OCD's Hobbs office. The OCD then instructed RESPEC to continue operations as funded by State of New Mexico Purchase Document 04-199-000634.

The change in site conditions, however, has required RESPEC to request additional funding to complete the original scope of work. The following task list outlines the original scope of work and provides the percentage of completion of each task.

- Task 1 – Prepare work plan. (90% complete)**
- Task 2 – Contact One-Call and map all buried pipelines and electrical hazards on site. (95% complete)**
- Task 3 – Locate all water supply wells within a ¼ mile radius of the property. (100% complete)**
- Task 4 – Prepare a health and safety plan. (95% complete)**
- Task 5 – Remove and dispose of tank contents (solids and fluids). (100% complete)**

- Task 6** – Perform a NORM survey. **(100% complete)**
- Task 7** – Demolish and remove 14 tanks with shear for recycling. **(100% complete)**
- Task 8** – Survey the site to evaluate by sample analysis all surface trash; and remove all piping, equipment, tanks, and trash for off-site disposal or recycling, using OCD RCRA Class D landfills where required. **(100% complete)**
- Task 9** – Define the vertical and horizontal extent of contamination beneath tank footprints and tank bottom piles. **(70% complete)**
- Task 10** – Confirm the presence of asbestos by sample analysis. **(100% complete)**
- Task 11** – Perform asbestos abatement as necessary. **(100% complete)**
- Task 12** – Excavate for evaluation one known location and other suspected locations of buried trash and debris. **(70% complete)**
- Task 13** – Access on-site water wells (4 suspected groundwater wells) and sample for water quality analysis. **(100% complete)**
- Task 14** – Drill and complete six (6) groundwater monitoring wells, the location of borings/wells to be determined by the Project Geologist and the OCD Project Manager. **(100% complete)**
- Task 13** – Prepare and submit the Phase I Investigation Report—a detailed report of all findings and associated costs for remedial action and site restoration. **(15% complete)**

The revised work plan below outlines the necessary procedures to complete the original scope of work and also includes additional funding requirements.

- Task 1** – Prepare a revised work plan.
- Task 2** – Contact One-Call and map all buried pipelines and electrical hazards on site.
- Task 3** – Update the health and safety plan.
- Task 4** – By excavation and trucking, remove and dispose of oilfield waste in surface soils. This work includes importing material to backfill excavations to match existing surface grade and drainage.
- Task 5** – Define the vertical and horizontal extent of contamination beneath tank footprints and tank bottom piles. The excavations necessary for this task are to be designated Excavation 8 and Excavation 9 (Excavations 1 through 7 are completed).

Task 6 – (OPTIONAL) Excavate one known buried debris pit located in the southeast corner of the property and remove the oilfield waste and buried trash that it contains; and perform the same remediation in the area adjacent to Excavations 2 and 5.

Task 7 – Prepare and submit a Phase I Investigation Report and a detailed report of all findings and associated costs for remedial action and site restoration.

TASK 1 – PREPARE A REVISED WORK PLAN

This task involves the preparation of the work plan and cost estimates, reconnaissance of the site, and interaction with all subcontractors and the OCD Project Manager.

TASK 2 – CONTACT ONE-CALL AND MAP ALL BURIED UTILITIES

RESPEC will contact the New Mexico One-Call System in order to locate, mark, and map all buried pipelines and utilities at the site. A One-Call log will be maintained and updated as required.

TASK 3 – UPDATE THE HEALTH AND SAFETY PLAN

A site-specific health and safety plan (HASP) will be completed before fieldwork commences. The HASP will include, but not be limited to, the following: a site information summary, a list of key personnel on site and their responsibilities, a list of site hazards, emergency information, a job hazard assessment, and procedures for decontamination and disposal, employee training, and emergencies.

TASK 4 – REMOVE AND DISPOSE OF OILFIELD WASTES IN SURFACE SOILS

Confirmed hazardous or regulated material will be disposed of or recycled pursuant to OCD requirements, which may include the use of RCRA Class D landfills. The RESPEC Project Manager will oversee testing and evaluation of trash and debris and proper disposal, including the filling out of manifests and certifications. A final report will include all operational procedures, testing analysis results, and criteria for recycling and disposal. This phase of the operation is estimated to take seven (7) days.

The following calculations indicate volumes to be removed to complete Task 4.

LOCATION	AREA	VOLUME (Cubic Feet)	VOLUME (Barrels, U.S. Dry)
Excavation 1 (stockpiled)	10' x 10' x 10'	1,000	245
Excavation 2	50' x 75' x 0.5'	1,875	460
Excavation 3	See the description of Task 6 below and Attachments F and G.		
Excavation 4	25' x 25' x 3'	1,500	367
Excavation 5	75' x 20' x 0.5'	750	183
Excavation 6	150' x 25' x 0.5'	1,875	459
Excavation 7	100' x 32' x 0.5'	1,600	392
Excavation 8	70' x 50' x 0.5'	858	210
Excavation 9	65' x 30' x 0.5'	975	238
Miscellaneous (oilfield waste, concrete)		2,500	612
TOTALS		13,000	3,200

TASK 5 – TANK FOOTPRINT/ TANK BOTTOM PILE INVESTIGATION

The tank footprint and tank bottom pile investigations have been completed for excavations designated Excavation 1 through Excavation 7. Excavations 8 and Excavation 9 have not been completed but are scheduled for completion during this phase of the operations. Excavation 8 and Excavation 9 will be located north of the lease road and west of the existing tank battery. RESPEC made a visual inspection for stained surface soils, and the dimensions are included in the calculations for Task 4 above. The volume of material to be removed in Excavation 8 and Excavation 9 is an estimate because the vertical extent of any contaminants of concern is unknown.

TASK 6 (OPTIONAL) – ADDITIONAL EXCAVATIONS AND REVEGITATION

An area of contaminated soils measuring 100' x 25' x 2.5' was revealed in Excavations 2 and 5 (see the calculations on the next page and Attachment B). A field sample headspace analysis measured 330 parts per million (ppm) of total petroleum hydrocarbons (TPH), which was confirmed by laboratory analysis that measured 10,900

ppm of TPH. Remedial action for this shallow subsurface area and the trash pit described below is submitted as an option to be considered.

LOCATION	AREA	VOLUME (Cubic Feet)	VOLUME (Barrels, U.S. Dry)
Excavations 2 and 5	50' x 75' x 2	7,500	1,836

The trash pit excavation is designated Excavation 3 and was evaluated with backhoe trenching in May 2004. The trenching revealed soils contaminated with oilfield waste, steel pipe, cable, drums, wood, cement, and large pieces of concrete. The trash pit was determined to be 100 feet long, 25 feet wide, and up to 10 feet deep (see Attachments F and G). Field sample headspace analysis measured 110 ppm of TPH, which was confirmed by laboratory analysis that measured 24,300 ppm of TPH. Please note the area of the excavation and the calculated volumes below.

LOCATION	AREA	VOLUME (Cubic Feet)	VOLUME (Barrels, U.S. Dry)
Excavation 3	100' x 25' x 10'	25,000	6,123

The remedial action option calls for complete removal of all shallow subsurface contaminated zones located on the 4.1-acre tract of land south of the location lease road. The work would include all backfill to surface grade, drainage, and restoration of vegetation to range land.

A top dressing material suitable for promoting plant growth will be spread out over the graded area. Equipment to be used for this task may include dump trucks, bulldozers, and graders.

REVEGETATION

RESPEC will follow all requirements for revegetation, which are specified below. The success of the revegetation, however, will depend on a number of factors beyond the control of the contractor, including the amount of natural precipitation received during the growing season. For this reason, RESPEC will not be held responsible for the success of the revegetation seed.

An approved seed mixture will be applied to the reclaimed area by hand broadcasting and disk-type drilling. Where needed, the top dressing will be disked to reduce compaction. Seeding will take place from early spring through early fall to take advantage of spring and summer rains.

The seed mixture will be composed of seven (7) perennial grass species, three (3) perennial forb species, and two (2) shrub species. The seed will be planted at the rate of twenty (20) pounds of pure live seed per acre (20 lbs pls/ac) according to the following table.

Table 1. Seed Mixture

Species	Planting Rate (lbs pls/ac)
Blue gramma (<i>Bouteloua gracilis</i>)	2.0
Sideoats gramma (<i>Bouteloua curtipendula</i>)	3.0
Western wheatgrass (<i>Agropyron smithii</i>)	3.0
Galleta (<i>Hilaria jamesii</i>)	1.0
Indian ricegrass (<i>Oryzopsis hymenoides</i>)	3.0
Sand dropseed (<i>Sporobolus cryptandrus</i>)	0.5
Alkali sacaton (<i>Sporobolus airoides</i>)	0.5
Lewis blue flax (<i>Linum lewisii</i>)	2.0
Blanketflower (<i>Gaillardia aristata</i>)	1.0
California poppy (<i>Eschscholtzia californica</i>)	1.0
Fourwing saltbush (<i>Atriplex canescens</i>)	2.0
Winterfat (<i>Ceratoides lanata</i>)	1.0
Total	20.0

FERTILIZER

Fertilizer, consisting of a combination of humus and mineral amendments, will be applied to the topsoil as needed to enhance the nutrient levels of the top dressing and stimulate rapid plant growth. Where needed, fertilizer will be applied at a rate of 2,320 pounds per acre and will be proportioned according to the following table.

Table 2. Fertilizer Mixture

Component	Amount (lb/ac)
Humus base	1,000
Calcium	1,000
Phosphate	50
Nitrogen	100
Iron	20
Potash	150
Total	2,320

MULCHING

Mulch will be applied to the reseeded area at a rate of 1.5 tons per acre. Mulch will consist of native grass, straw, or other approved mulch material. The mulch will be applied by hand and crimped.

REVEGETATION SUCCESS MONITORING

RESPEC will be available for revegetation success monitoring if necessary. A price for this monitoring will be quoted under separate cover if the revegetation option is implemented. Monitoring will include assessment of herbaceous productivity, vegetation cover, and species diversity. Success will be measured by comparing the revegetated area to the reference areas south of the JAMAR location.

IRRIGATION

The reclaimed area may be irrigated at the client's discretion to ensure revegetation success. The amount of irrigation will depend on the amount of natural precipitation received during this period. Either a water truck or a sprinkler system will be used for irrigation. RESPEC's price for irrigation will be quoted under separate cover if this option is implemented.

TASK 7 – PREPARE AND SUBMIT PHASE I INVESTIGATION REPORT

Following completion of fieldwork, a Phase I Investigation Report will be prepared and submitted to the OCD Project Manager. The report will include, but not be limited to, the following:

- A site map showing all buried pipelines, electrical hazards, and monitoring well locations.
- The NORM survey results.
- Manifests documenting the volume of material removed from the tanks, the name of the disposal/reclamation company used, and the volume of material disposed of in the landfill.
- The name of the tank reclamation or scrap iron facility used.
- Documentation of the volume/weight of trash removed and the disposal/recycling company used.
- A tabulation of all analytical data gathered during the investigation.
- A map, or maps, with cross sections showing the location, depth, and concentrations of the remaining soil contamination.
- Documentation of the remediation techniques and recommendations pursuant to the original scope of work and revised work plan.

ASSUMPTIONS

- Excavation areas will be free of underground utilities.
- Excavated areas will be finished with backfill.
- Access will be during normal working hours.
- Trenching under tanks or overflow will be limited to one trench across the diameter of each tank/overflow to a depth of 2.5 feet and will be completed in one working day. Additional trenching will be available on a contingency basis.
- All waste at the site is considered exempt oil field waste. If, during the course of the investigation, the waste becomes classified as non-exempt, additional testing (TCLP and RCI to acquire a C-138 Oil Commission Permit) and disposal fees will be required.
- All laboratory fees will be billed under a separate price agreement between the OCD and the selected laboratories.

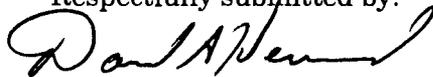
INSURANCE

RESPEC maintains at its own expense the following insurance plans in amounts equal to or greater than the value of the services to be performed under the terms of this work plan:

- Workers' compensation insurance--statutory.
- Employer's liability insurance of \$500,000 per occurrence, \$1,000,000 aggregate.
- Comprehensive general liability insurance of \$1,000,000 per occurrence, \$1,000,000 aggregate.
- Vehicle liability insurance of \$500,000 per occurrence (property damage and bodily injury combined).

Within twenty (20) working days of the contract signing, RESPEC will provide the owner/operator (O/O) with a certificate of insurance naming the O/O as the certificate holder.

Respectfully submitted by:



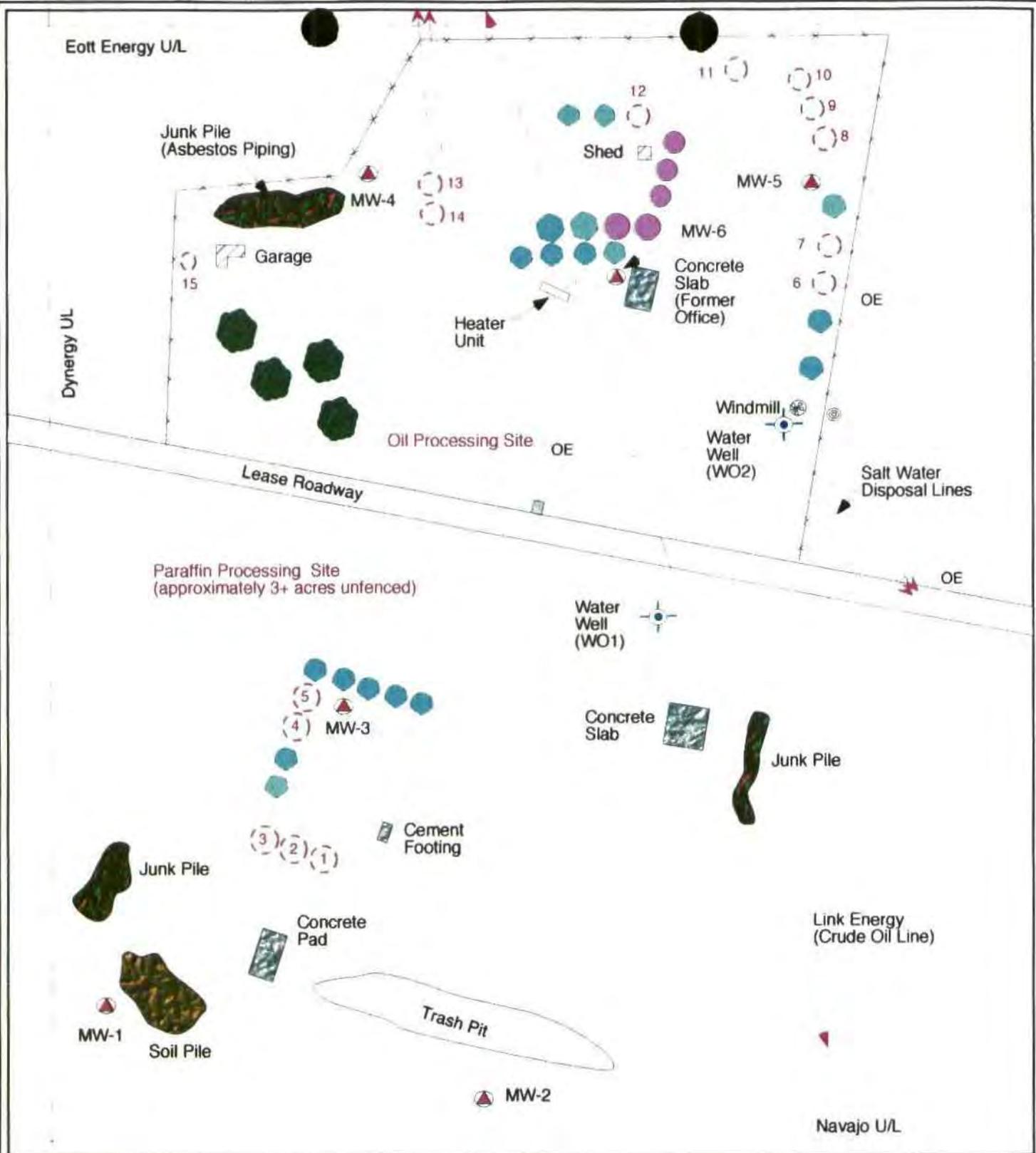
David A. Henard
Manager, Geosciences



John R. Bunch
Project Geologist

DAH/JRB:pas

Attachments



EXPLANATION:

- Location of Monitor Well
- Building
- Concrete /Cement
- Fence
- 5 Removed Tanks
- Tank Foot prints
- Existing Tanks

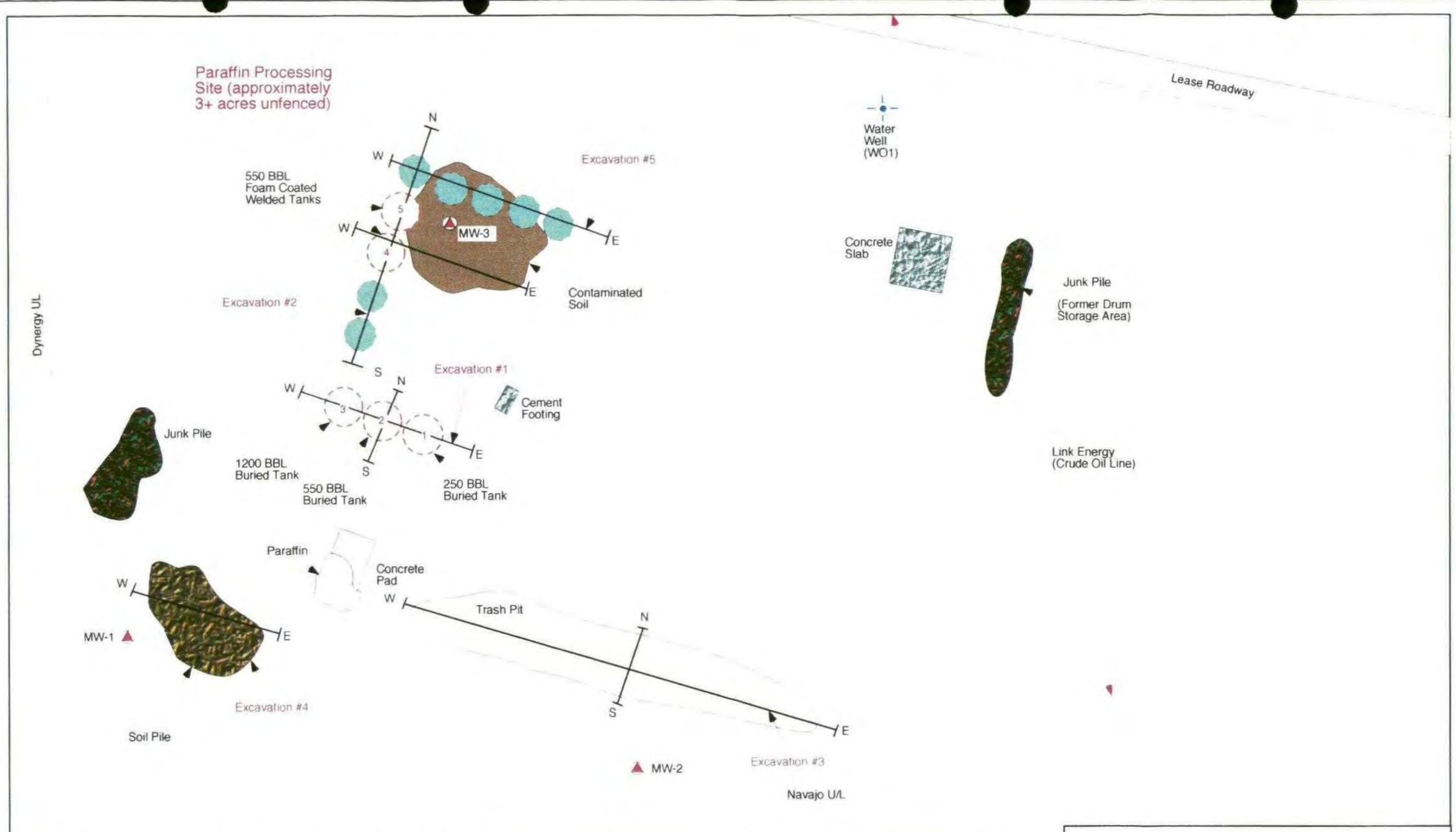


JAMAR SITE MAP
Lea County, New Mexico

Drawn by: JB 7/04
 Drafted by: ABL 7/04
 Approved by: JB 7/04



Job #1494/2.0
 Figure 1



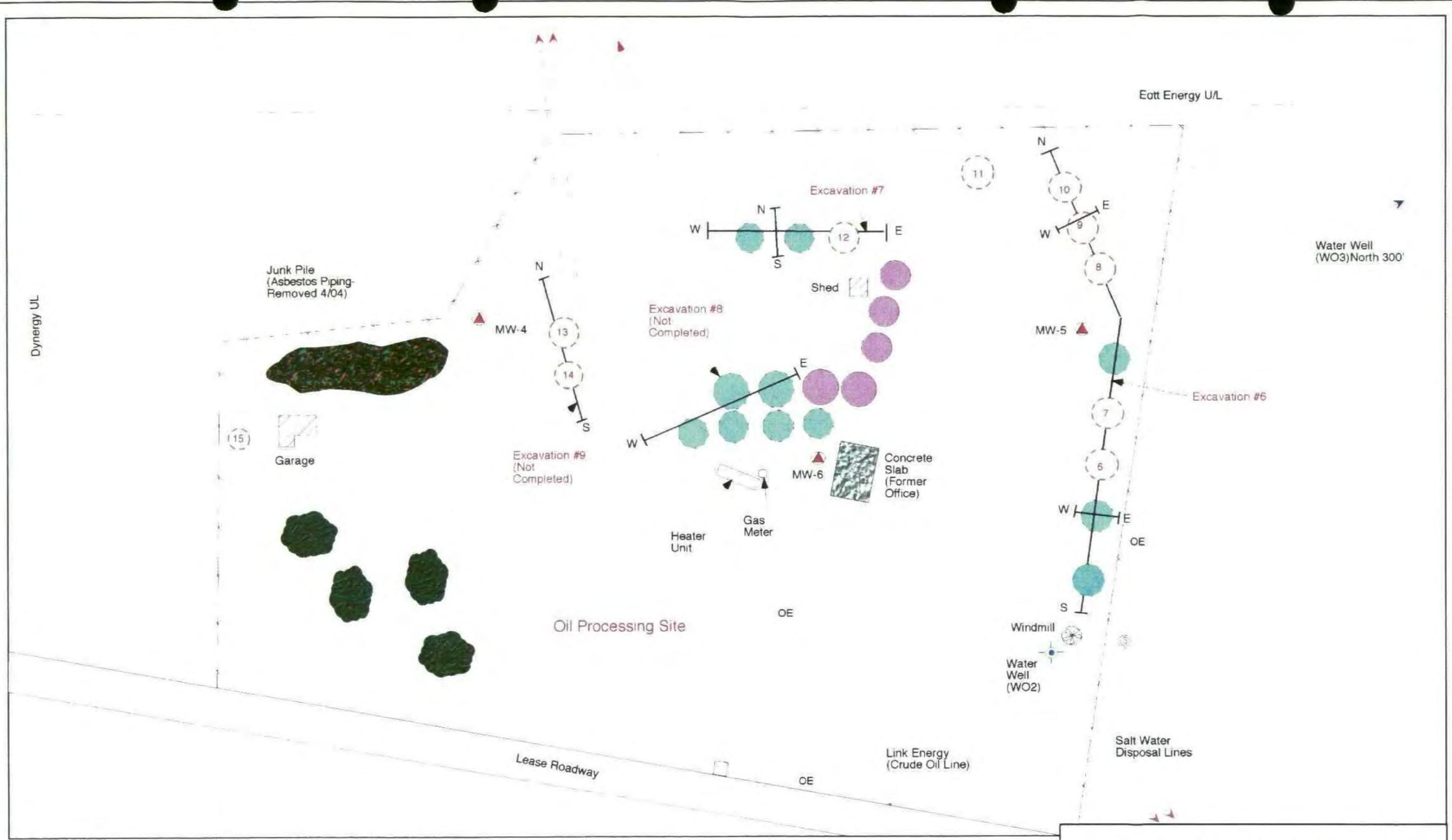
EXPLANATION:

Location of Monitor Well	Tank Footprints	Building	Fence
Removed Tanks	Existing Tanks	Concrete /Cement	Overhead Electric Line
Excavation Cross Sections			

Scale 1"=50'

JAMAR SITE DIAGRAM
Lea County, New Mexico

Drawn by: JB	7/04		RESPEC An Integrated Consulting and Services Company	Job # 1494/2.0
Drafted by: ABL	7/04			Figure 2
Approved by: JB	7/04			



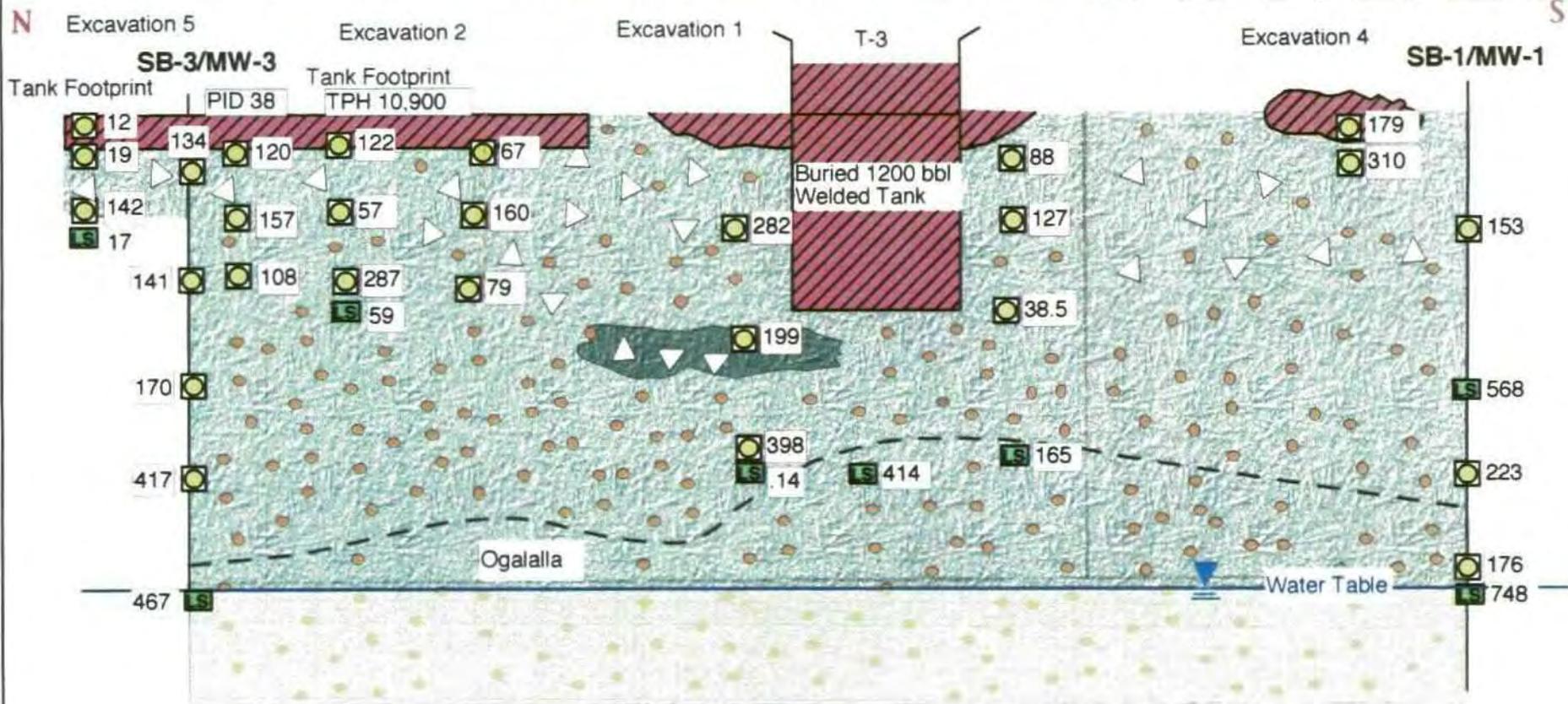
EXPLANATION:

Location of Monitor Well	Tank Footprints	Building	Fence
Removed Tanks	Existing Tanks	Concrete /Cement	
Excavation Cross Sections	Overhead Electric Line		

0 50 ft
Scale 1"=50'

JAMAR SITE DIAGRAM
Lea County, New Mexico

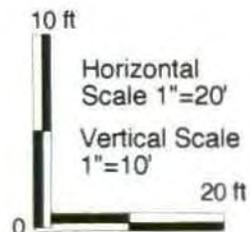
Drawn by: JB	7/04		RESPEC An Integrated Consulting and Services Company	Job # 1494/2 0
Drafted by: ABL	7/04			Figure 3
Approved by: JB	7/04			



EXPLANATION:

-  Field Sample
-  Lab Sample
-  HC >100
-  Caliche
-  Sand

 Saturated Zone



EXCAVATION 1, 2, 4, AND 5
South of Lease Road
Cross Section T-3, T-4, T-5
Jamar, New Mexico

Drawn by: DH 6/04
 Drafted by: ABL 6/04
 Approved by: JB 6/04



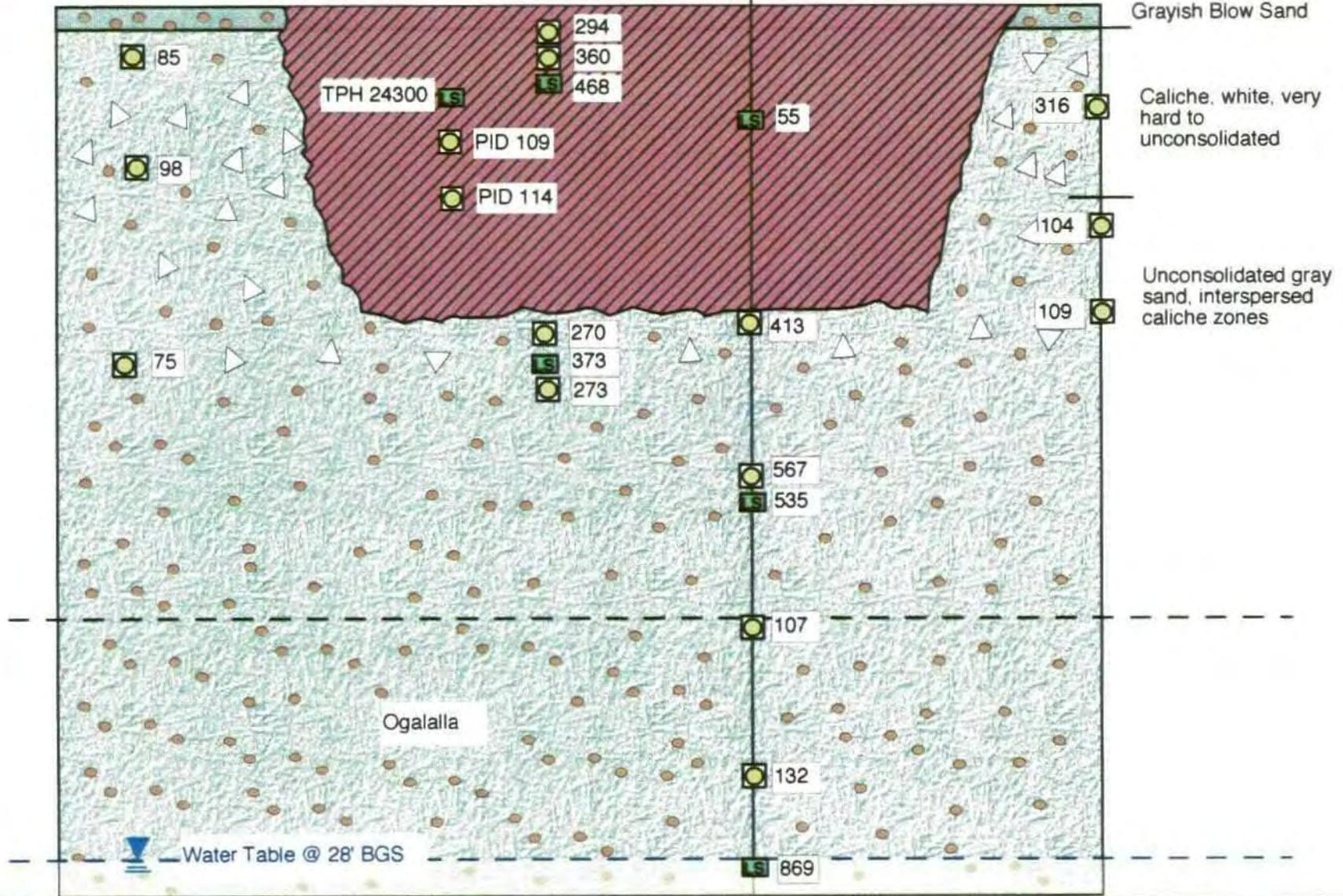
Job #1494

Figure 2

W

SB-2/MW-2

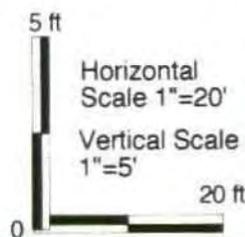
E



EXPLANATION:

- Field Sample
- Lab Sample
- HC > 100
- Caliche
- Sand

Saturated Zone



EXCAVATION 3
Trash Pit South of Lease Road
Cross Section
 Jamar, New Mexico

Drawn by: DH 6/04
 Drafted by: ABL 6/04
 Approved by: JB 6/04

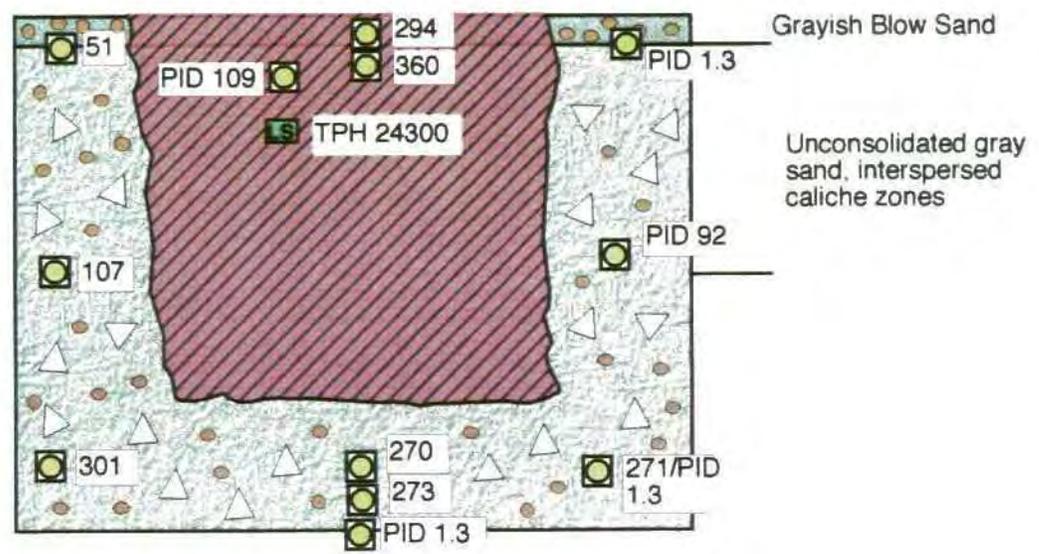


Job #1494

Figure 3

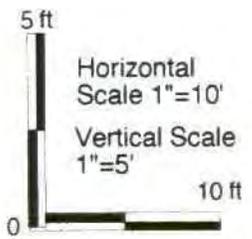
N

S



EXPLANATION:

-  Field Sample
-  Lab Sample
-  HC >100
-  Caliche
-  Sand



EXCAVATION 3
South of Lease Road
Cross Section (Trash Pit)
 Jamar, New Mexico

Drawn by: DH 6/04
 Drafted by: ABL 6/04
 Approved by: JB 6/04



Job #1494

Figure 4

Cost Estimate - Change Order (GSD Unit Pricing)
 Oil Processing & Jamar Inc., Monument, NM

Vendor No. 5187719
 PA Number: 40-805-09-18283

RESPEC Inc.
 Commodity Code: 72002 66074

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	40	\$75.00	Hour	\$3,000.00	Principal
*0002	160	\$70.00	Hour	\$11,200.00	Senior Scientist
*0003		\$63.00	Hour	\$0.00	Project Manager/Certified Scientist
*0004		\$50.00	Hour	\$0.00	Staff Scientist
*0005	60	\$36.00	Hour	\$2,160.00	Field Technician II
*0006		\$31.00	Hour	\$0.00	Field Technician I
*0007	40	\$35.00	Hour	\$1,400.00	Draftsperson II
*0008		\$25.00	Hour	\$0.00	Draftsperson I
*0009	60	\$32.00	Hour	\$1,920.00	Administrator
*0010		\$30.00	Hour	\$0.00	Secretary
*0011		\$20.00	Hour	\$0.00	Clerk
*0012		\$5.00	Each	\$0.00	Combination - Exposimeter
*0013		\$5.00	Each	\$0.00	Water Quality Meter
*0017					Expendable Field Equipment
*0019		\$5.00	Each	\$0.00	Fluid Detector
*0020		\$5.00	Each	\$0.00	Interface Probe
*0021		\$5.00	Day	\$0.00	PID
*0025		\$120.00	Day	\$0.00	Backhoe 1
*0026		\$157.00	Day	\$0.00	Backhoe 2
*0027		\$180.00	Day	\$0.00	Backhoe 3
*0028		\$350.00	Day	\$0.00	Trackhoe 1
*0029		\$450.00	Day	\$0.00	Trackhoe 2
*0031		\$1.48	Foot	\$0.00	2" blank PVC, 10 ft sections
*0033		\$2.70	Foot	\$0.00	2" screen, 10 ft sections
*0035		\$7.00	Each	\$0.00	Filter Pack Sand per 100# sack
*0036		\$27.00	Each	\$0.00	Bentonite pellets per 50# sack
*0037		\$7.00	Each	\$0.00	Bentonite Chips per 50# sack
*0039		\$72.50	Each	\$0.00	12" Manhole (well vault)
*0040	500	\$0.05	Each	\$25.00	Copies
*0042	5000	\$0.32	Mile	\$1,600.00	Personal Vehicle Mileage
*0043	16	\$65.00	Each	\$1,040.00	Per Diem/Overnight
*0045	3200	\$12.87	Each	\$41,184.00	Barrel Disposal - Solids
*0046		\$80.00	Each	\$0.00	Site Surveying
*0047		\$1.50	Mile	\$0.00	Mobe/Demobe: Drill Rig (Medium duty)
*0048		\$15.00	Foot	\$0.00	Hollow-Stem Auger Drilling Services (S-M)
*0049		\$19.00	Foot	\$0.00	Hollow-Stem Auger Drilling Services (L)
*0050		\$170.00	Hour	\$0.00	Air Rotary Drill Rig
*0051		\$21.00	Foot	\$0.00	Coring
*0052		\$50.00	Day	\$0.00	Water Truck -
*0053		\$50.00	Day	\$0.00	Pick up Truck -
*0054		\$50.00	Day	\$0.00	Steam cleaner
*0058		\$8.00	Each	\$0.00	2" Locking J-Plug
*0060		\$50.00	Day	\$0.00	Peristaltic Pump
					SW Abatement
					Earth Data Analysis Center

TOTAL \$63,529.00 (a) + 0.0625 (NMGRT) : \$67,499.56

Attachment H

Accepted
 PO 05-199-000398

**JAMAR PROJECT SITE
ASBESTOS INVESTIGATION AND ABATEMENT**

Topical Report RSI-1792

prepared for

Mr. Edwin Martin
New Mexico Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

July 7, 2004



An Integrated Consulting and Services Company

Information Technology

Engineering

Environmental

Summary Report

Dave Henard
RESPEC
4775 Indian School Rd. NE
Suite 300
Albuquerque, NM 87110

Report Date: June 10, 2004

Work Order: 4060812

Project Location: Monument,NM
Project Name: Jamar
Project Number: 1494

Sample	Description	Matrix	Date Taken	Time Taken	Date Received
35958	Exc 6 E @ 6'	soil	2004-06-02	14:35	2004-06-08
35959	Exc 6 N @ 1'	soil	2004-06-02	14:00	2004-06-08
35960	Exc 6 M @ 3'	soil	2004-06-02	16:00	2004-06-08
35961	Exc 6 M @ 6'	soil	2004-06-02	16:35	2004-06-08
35962	Exc 6 W @ 1'	soil	2004-06-03	09:30	2004-06-08
35963	Exc 6 W @ 6'	soil	2004-06-03	10:00	2004-06-08
35964	Exc 7 M @ 1'	soil	2004-06-03	13:00	2004-06-08
35965	Exc 7 M @ 3'	soil	2004-06-03	13:41	2004-06-08
35966	Exc 7 M @ 6'	soil	2004-06-03	14:18	2004-06-08
35967	Exc 7 N @ 3'	soil	2004-06-03	15:40	2004-06-08
35968	Exc 7 S @ 3'	soil	2004-06-03	16:30	2004-06-08

Sample - Field Code	TPH DRO DRO (mg/Kg)	TPH GRO GRO (mg/Kg)
35958 - Exc 6 E @ 6'	<50.0	<1.00
35959 - Exc 6 N @ 1'	8280	100
35960 - Exc 6 M @ 3'	<50.0	<1.00
35961 - Exc 6 M @ 6'	<50.0	<1.00
35962 - Exc 6 W @ 1'	<50.0	<1.00
35963 - Exc 6 W @ 6'	<50.0	<1.00
35964 - Exc 7 M @ 1'	92.4	<1.00
35965 - Exc 7 M @ 3'	<50.0	<1.00
35966 - Exc 7 M @ 6'	<50.0	<1.00
35967 - Exc 7 N @ 3'	<50.0	<1.00
35968 - Exc 7 S @ 3'	<50.0	<1.00

Sample: 35958 - Exc 6 E @ 6'

Param	Flag	Result	Units	RL
Chloride		739	mg/Kg	1.00

Sample: 35959 - Exc 6 N @ 1'

Param	Flag	Result	Units	RL
Chloride		1760	mg/Kg	1.00

Sample: 35960 - Exc 6 M @ 3'

Param	Flag	Result	Units	RL
Chloride		41.9	mg/Kg	1.00

Sample: 35961 - Exc 6 M @ 6'

Param	Flag	Result	Units	RL
Chloride		155	mg/Kg	1.00

Sample: 35962 - Exc 6 W @ 1'

Param	Flag	Result	Units	RL
Chloride		50.6	mg/Kg	1.00

Sample: 35963 - Exc 6 W @ 6'

Param	Flag	Result	Units	RL
Chloride		71.1	mg/Kg	1.00

Sample: 35964 - Exc 7 M @ 1'

Param	Flag	Result	Units	RL
Chloride		880	mg/Kg	1.00

Sample: 35965 - Exc 7 M @ 3'

Param	Flag	Result	Units	RL
Chloride		3250	mg/Kg	1.00

Sample: 35966 - Exc 7 M @ 6'

Param	Flag	Result	Units	RL
Chloride		100	mg/Kg	1.00

Sample: 35967 - Exc 7 N @ 3'

Param	Flag	Result	Units	RL
Chloride		752	mg/Kg	1.00

Report Date: June 10, 2004
1494

Work Order: 4060812
Jamar

Page Number: 3 of 3
Monument, NM

Sample: 35968 - Exc 7 S @ 3'

Param	Flag	Result	Units	RL
Chloride		1340	mg/Kg	1.00

Summary Report

John Bunch
RESPEC
4775 Indian School Rd. NE
Suite 300
Albuquerque, NM 87110

Report Date: June 9, 2004

Work Order: 4060102

Project Location: Monument,NM
Project Name: Jamar
Project Number: 1494

Sample	Description	Matrix	Date Taken	Time Taken	Date Received
35561	MW-1	water	2004-05-27	17:00	2004-05-29
35562	MW-2	water	2004-05-27	17:15	2004-05-29
35563	MW-3	water	2004-05-27	17:30	2004-05-29
35564	MW-4	water	2004-05-27	17:45	2004-05-29
35565	MW-5	water	2004-05-27	18:00	2004-05-29
35566	MW-6	water	2004-05-27	18:15	2004-05-29

Sample - Field Code	BTEX			
	Benzene (mg/L)	Toluene (mg/L)	Ethylbenzene (mg/L)	Xylene (mg/L)
35561 - MW-1	<0.00100	<0.00100	<0.00100	<0.00100
35562 - MW-2	<0.00100	<0.00100	<0.00100	<0.00100
35563 - MW-3	<0.00100	<0.00100	<0.00100	<0.00100
35564 - MW-4	<0.00100	<0.00100	<0.00100	<0.00100
35565 - MW-5	<0.00500	<0.00500	<0.00500	<0.00500
35566 - MW-6	0.0531	0.0608	0.0591	0.139

Sample: 35561 - MW-1

Param	Flag	Result	Units	RL
Hydroxide Alkalinity		<1.00	mg/L as CaCo3	1.00
Carbonate Alkalinity		<1.00	mg/L as CaCo3	1.00
Bicarbonate Alkalinity		304	mg/L as CaCo3	4.00
Total Alkalinity		304	mg/L as CaCo3	4.00
Dissolved Calcium		204	mg/L	0.500
Dissolved Potassium		10.8	mg/L	0.500
Dissolved Magnesium		83.6	mg/L	0.500
Dissolved Sodium		392	mg/L	0.500
Chloride		748	mg/L	0.500
Fluoride		2.91	mg/L	0.200
Sulfate		439	mg/L	0.500
Nitrate-N		<2.00	mg/L	0.200
Naphthalene		<0.000200	mg/L	0.200
Acenaphthylene		<0.000200	mg/L	0.200

continued ...

sample 35561 continued ...

Param	Flag	Result	Units	RL
Acenaphthene		<0.000200	mg/L	0.200
Fluorene		<0.000200	mg/L	0.200
Phenanthrene		<0.000200	mg/L	0.200
Anthracene		<0.000200	mg/L	0.200
Fluoranthene		<0.000200	mg/L	0.200
Pyrene		<0.000200	mg/L	0.200
Benzo(a)anthracene		<0.000200	mg/L	0.200
Chrysene		<0.000200	mg/L	0.200
Benzo(b)fluoranthene		<0.000200	mg/L	0.200
Benzo(k)fluoranthene		<0.000200	mg/L	0.200
Benzo(a)pyrene		<0.000200	mg/L	0.200
Indeno(1,2,3-cd)pyrene		<0.000200	mg/L	0.200
Dibenzo(a,h)anthracene		<0.000200	mg/L	0.200
Benzo(g,h,i)perylene		<0.000200	mg/L	0.200
Total Dissolved Solids		2200	mg/L	10.00
Total Silver		<0.0125	mg/L	0.0125
Total Arsenic		<0.0100	mg/L	0.0100
Total Barium		0.569	mg/L	0.0100
Total Cadmium		0.0120	mg/L	0.00500
Total Chromium		0.114	mg/L	0.0100
Total Mercury		<0.000200	mg/L	0.000200
Total Lead		<0.0100	mg/L	0.0100
Total Selenium		<0.0100	mg/L	0.0100

Sample: 35562 - MW-2

Param	Flag	Result	Units	RL
Hydroxide Alkalinity		<1.00	mg/L as CaCo3	1.00
Carbonate Alkalinity		<1.00	mg/L as CaCo3	1.00
Bicarbonate Alkalinity		350	mg/L as CaCo3	4.00
Total Alkalinity		350	mg/L as CaCo3	4.00
Dissolved Calcium		190	mg/L	0.500
Dissolved Potassium		13.4	mg/L	0.500
Dissolved Magnesium		82.8	mg/L	0.500
Dissolved Sodium		476	mg/L	0.500
Chloride		869	mg/L	0.500
Fluoride		<4.00	mg/L	0.200
Sulfate		717	mg/L	0.500
Nitrate-N		<20.0	mg/L	0.200
Naphthalene		<0.000200	mg/L	0.200
Acenaphthylene		<0.000200	mg/L	0.200
Acenaphthene		<0.000200	mg/L	0.200
Fluorene		<0.000200	mg/L	0.200
Phenanthrene		<0.000200	mg/L	0.200
Anthracene		<0.000200	mg/L	0.200
Fluoranthene		<0.000200	mg/L	0.200
Pyrene		<0.000200	mg/L	0.200
Benzo(a)anthracene		<0.000200	mg/L	0.200
Chrysene		<0.000200	mg/L	0.200
Benzo(b)fluoranthene		<0.000200	mg/L	0.200
Benzo(k)fluoranthene		<0.000200	mg/L	0.200
Benzo(a)pyrene		<0.000200	mg/L	0.200

continued ...

sample 35562 continued ...

Param	Flag	Result	Units	RL
Indeno(1,2,3-cd)pyrene		<0.000200	mg/L	0.200
Dibenzo(a,h)anthracene		<0.000200	mg/L	0.200
Benzo(g,h,i)perylene		<0.000200	mg/L	0.200
Total Dissolved Solids		2990	mg/L	10.00
Total Silver		<0.0125	mg/L	0.0125
Total Arsenic		<0.0100	mg/L	0.0100
Total Barium		0.318	mg/L	0.0100
Total Cadmium		<0.00500	mg/L	0.00500
Total Chromium		0.0380	mg/L	0.0100
Total Mercury		<0.000200	mg/L	0.000200
Total Lead		<0.0100	mg/L	0.0100
Total Selenium		<0.0100	mg/L	0.0100

Sample: 35563 - MW-3

Param	Flag	Result	Units	RL
Hydroxide Alkalinity		<1.00	mg/L as CaCo3	1.00
Carbonate Alkalinity		<1.00	mg/L as CaCo3	1.00
Bicarbonate Alkalinity		332	mg/L as CaCo3	4.00
Total Alkalinity		332	mg/L as CaCo3	4.00
Dissolved Calcium		109	mg/L	0.500
Dissolved Potassium		7.60	mg/L	0.500
Dissolved Magnesium		60.0	mg/L	0.500
Dissolved Sodium		299	mg/L	0.500
Chloride		467	mg/L	0.500
Fluoride		3.56	mg/L	0.200
Sulfate		263	mg/L	0.500
Nitrate-N		<1.00	mg/L	0.200
Naphthalene		0.000950	mg/L	0.200
Acenaphthylene		<0.000200	mg/L	0.200
Acenaphthene		<0.000200	mg/L	0.200
Fluorene		<0.000200	mg/L	0.200
Phenanthrene		<0.000200	mg/L	0.200
Anthracene		<0.000200	mg/L	0.200
Fluoranthene		<0.000200	mg/L	0.200
Pyrene		<0.000200	mg/L	0.200
Benzo(a)anthracene		<0.000200	mg/L	0.200
Chrysene		<0.000200	mg/L	0.200
Benzo(b)fluoranthene		<0.000200	mg/L	0.200
Benzo(k)fluoranthene		<0.000200	mg/L	0.200
Benzo(a)pyrene		<0.000200	mg/L	0.200
Indeno(1,2,3-cd)pyrene		<0.000200	mg/L	0.200
Dibenzo(a,h)anthracene		<0.000200	mg/L	0.200
Benzo(g,h,i)perylene		<0.000200	mg/L	0.200
Total Dissolved Solids		1616	mg/L	10.00
Total Silver		<0.0125	mg/L	0.0125
Total Arsenic		<0.0100	mg/L	0.0100
Total Barium		0.508	mg/L	0.0100
Total Cadmium		0.00600	mg/L	0.00500
Total Chromium		0.0680	mg/L	0.0100
Total Mercury		<0.000200	mg/L	0.000200
Total Lead		<0.0100	mg/L	0.0100

continued ...

sample 35563 continued ...

Param	Flag	Result	Units	RL
Total Selenium		<0.0100	mg/L	0.0100

Sample: 35564 - MW-4

Param	Flag	Result	Units	RL
Hydroxide Alkalinity		<1.00	mg/L as CaCo3	1.00
Carbonate Alkalinity		<1.00	mg/L as CaCo3	1.00
Bicarbonate Alkalinity		314	mg/L as CaCo3	4.00
Total Alkalinity		314	mg/L as CaCo3	4.00
Dissolved Calcium		123	mg/L	0.500
Dissolved Potassium		5.71	mg/L	0.500
Dissolved Magnesium		73.9	mg/L	0.500
Dissolved Sodium		243	mg/L	0.500
Chloride		511	mg/L	0.500
Fluoride		3.87	mg/L	0.200
Sulfate		236	mg/L	0.500
Nitrate-N		<1.00	mg/L	0.200
Naphthalene		<0.000200	mg/L	0.200
Acenaphthylene		<0.000200	mg/L	0.200
Acenaphthene		<0.000200	mg/L	0.200
Fluorene		<0.000200	mg/L	0.200
Phenanthrene		<0.000200	mg/L	0.200
Anthracene		<0.000200	mg/L	0.200
Fluoranthene		<0.000200	mg/L	0.200
Pyrene		<0.000200	mg/L	0.200
Benzo(a)anthracene		<0.000200	mg/L	0.200
Chrysene		<0.000200	mg/L	0.200
Benzo(b)fluoranthene		<0.000200	mg/L	0.200
Benzo(k)fluoranthene		<0.000200	mg/L	0.200
Benzo(a)pyrene		<0.000200	mg/L	0.200
Indeno(1,2,3-cd)pyrene		<0.000200	mg/L	0.200
Dibenzo(a,h)anthracene		<0.000200	mg/L	0.200
Benzo(g,h,i)perylene		<0.000200	mg/L	0.200
Total Dissolved Solids		1716	mg/L	10.00
Total Silver		<0.0125	mg/L	0.0125
Total Arsenic		<0.0100	mg/L	0.0100
Total Barium		0.410	mg/L	0.0100
Total Cadmium		<0.00500	mg/L	0.00500
Total Chromium		0.0150	mg/L	0.0100
Total Mercury		<0.000200	mg/L	0.000200
Total Lead		<0.0100	mg/L	0.0100
Total Selenium		<0.0100	mg/L	0.0100

Sample: 35565 - MW-5

Param	Flag	Result	Units	RL
Hydroxide Alkalinity		<1.00	mg/L as CaCo3	1.00
Carbonate Alkalinity		<1.00	mg/L as CaCo3	1.00
Bicarbonate Alkalinity		330	mg/L as CaCo3	4.00
Total Alkalinity		330	mg/L as CaCo3	4.00

continued ...

sample 35565 continued ...

Param	Flag	Result	Units	RL
Dissolved Calcium		135	mg/L	0.500
Dissolved Potassium		9.01	mg/L	0.500
Dissolved Magnesium		110	mg/L	0.500
Dissolved Sodium		297	mg/L	0.500
Chloride		694	mg/L	0.500
Fluoride		3.62	mg/L	0.200
Sulfate		252	mg/L	0.500
Nitrate-N		3.26	mg/L	0.200
Naphthalene		<0.000200	mg/L	0.200
Acenaphthylene		<0.000200	mg/L	0.200
Acenaphthene		<0.000200	mg/L	0.200
Fluorene		<0.000200	mg/L	0.200
Phenanthrene		<0.000200	mg/L	0.200
Anthracene		<0.000200	mg/L	0.200
Fluoranthene		<0.000200	mg/L	0.200
Pyrene		<0.000200	mg/L	0.200
Benzo(a)anthracene		<0.000200	mg/L	0.200
Chrysene		<0.000200	mg/L	0.200
Benzo(b)fluoranthene		<0.000200	mg/L	0.200
Benzo(k)fluoranthene		<0.000200	mg/L	0.200
Benzo(a)pyrene		<0.000200	mg/L	0.200
Indeno(1,2,3-cd)pyrene		<0.000200	mg/L	0.200
Dibenzo(a,h)anthracene		<0.000200	mg/L	0.200
Benzo(g,h,i)perylene		<0.000200	mg/L	0.200
Total Dissolved Solids		1952	mg/L	10.00
Total Silver		<0.0125	mg/L	0.0125
Total Arsenic		<0.0100	mg/L	0.0100
Total Barium		1.85	mg/L	0.0100
Total Cadmium		<0.00500	mg/L	0.00500
Total Chromium		0.0410	mg/L	0.0100
Total Mercury		<0.000200	mg/L	0.000200
Total Lead		<0.0100	mg/L	0.0100
Total Selenium		<0.0100	mg/L	0.0100

Sample: 35566 - MW-6

Param	Flag	Result	Units	RL
Hydroxide Alkalinity		<1.00	mg/L as CaCo3	1.00
Carbonate Alkalinity		<1.00	mg/L as CaCo3	1.00
Bicarbonate Alkalinity		332	mg/L as CaCo3	4.00
Total Alkalinity		332	mg/L as CaCo3	4.00
Dissolved Calcium		97.9	mg/L	0.500
Dissolved Potassium		7.36	mg/L	0.500
Dissolved Magnesium		62.8	mg/L	0.500
Dissolved Sodium		409	mg/L	0.500
Chloride		639	mg/L	0.500
Fluoride		3.89	mg/L	0.200
Sulfate		329	mg/L	0.500
Nitrate-N		<1.00	mg/L	0.200
Naphthalene		0.000720	mg/L	0.200
Acenaphthylene		<0.000200	mg/L	0.200
Acenaphthene		<0.000200	mg/L	0.200

continued ...

sample 35566 continued ...

Param	Flag	Result	Units	RL
Fluorene		<0.000200	mg/L	0.200
Phenanthrene		<0.000200	mg/L	0.200
Anthracene		<0.000200	mg/L	0.200
Fluoranthene		<0.000200	mg/L	0.200
Pyrene		<0.000200	mg/L	0.200
Benzo(a)anthracene		<0.000200	mg/L	0.200
Chrysene		<0.000200	mg/L	0.200
Benzo(b)fluoranthene		<0.000200	mg/L	0.200
Benzo(k)fluoranthene		<0.000200	mg/L	0.200
Benzo(a)pyrene		<0.000200	mg/L	0.200
Indeno(1,2,3-cd)pyrene		<0.000200	mg/L	0.200
Dibenzo(a,h)anthracene		<0.000200	mg/L	0.200
Benzo(g,h,i)perylene		<0.000200	mg/L	0.200
Total Dissolved Solids		2152	mg/L	10.00
Total Silver		<0.0125	mg/L	0.0125
Total Arsenic		<0.0100	mg/L	0.0100
Total Barium		0.841	mg/L	0.0100
Total Cadmium		0.0150	mg/L	0.00500
Total Chromium		0.117	mg/L	0.0100
Total Mercury		<0.000200	mg/L	0.000200
Total Lead		<0.0100	mg/L	0.0100
Total Selenium		<0.0100	mg/L	0.0100

Summary Report

John Bunch
RESPEC
4775 Indian School Rd. NE
Suite 300
Albuquerque, NM 87110

Report Date: June 8, 2004

Work Order: 4060103

Project Location: Monument, NM
Project Name: Jamar
Project Number: 1494

Sample	Description	Matrix	Date Taken	Time Taken	Date Received
35567	SB1 @ 25-27	soil	2004-05-25	00:00	2004-05-29
35568	SB1 @ 15-17	soil	2004-05-25	00:00	2004-05-29
35569	SB2 @ 25-27	soil	2004-05-25	00:00	2004-05-29
35570	SB2 @ 15-17	soil	2004-05-25	00:00	2004-05-29
35571	SB3 @ 2-3	soil	2004-05-25	00:00	2004-05-29
35572	SB3 @ 25-27	soil	2004-05-25	00:00	2004-05-29
35573	SB4 @ 25-27	soil	2004-05-26	00:00	2004-05-29
35574	SB4 @ 28-29	soil	2004-05-26	00:00	2004-05-29
35575	SB6 @ 25-27	soil	2004-05-26	00:00	2004-05-29
35576	EXC 2E @ 1	soil	2004-05-27	00:00	2004-05-29
35577	EXC 5E @ 1	soil	2004-05-27	00:00	2004-05-29
35578	EXC 5E @ 6	soil	2004-05-25	17:00	2004-05-29
35579	EXC 5N @ 1	soil	2004-05-26	14:00	2004-05-29
35580	EXC 5N @ 6	soil	2004-05-26	14:30	2004-05-29
35581	EXC 5W @ 6	soil	2004-05-26	15:15	2004-05-29
35582	EXC 2E @ 3	soil	2004-05-26	16:30	2004-05-29

Sample - Field Code	BTEX				TPH DRO	TPH GRO
	Benzene (mg/Kg)	Toluene (mg/Kg)	Ethylbenzene (mg/Kg)	Xylene (mg/Kg)	DRO (mg/Kg)	GRO (mg/Kg)
35567 - SB1 @ 25-27	<0.0100	<0.0100	<0.0100	<0.0100	<50.0	<1.00
35569 - SB2 @ 25-27	<0.0100	<0.0100	<0.0100	<0.0100	<50.0	4.15
35571 - SB3 @ 2-3	<0.0100	<0.0100	0.187	0.471	29200	49.8
35572 - SB3 @ 25-27	<0.0100	<0.0100	<0.0100	<0.0100	<50.0	<1.00
35573 - SB4 @ 25-27	<0.0100	<0.0100	<0.0100	<0.0100	<50.0	<1.00
35574 - SB4 @ 28-29	<0.0100	<0.0100	<0.0100	<0.0100	<50.0	<1.00
35575 - SB6 @ 25-27	<0.0100	<0.0100	<0.0100	<0.0100	<50.0	<1.00
35576 - EXC 2E @ 1					10900	<1.00
35577 - EXC 5E @ 1					<50.0	<1.00
35578 - EXC 5E @ 6					<50.0	<1.00
35579 - EXC 5N @ 1					<50.0	<1.00
35580 - EXC 5N @ 6					<50.0	<1.00
35581 - EXC 5W @ 6					<50.0	<1.00
35582 - EXC 2E @ 3					<50.0	<1.00

Sample: 35568 - SB1 @ 15-17

Param	Flag	Result	Units	RL
Chloride		568	mg/Kg	1.00

Sample: 35570 - SB2 @ 15-17

Param	Flag	Result	Units	RL
Chloride		535	mg/Kg	1.00

Sample: 35577 - EXC 5E @ 1

Param	Flag	Result	Units	RL
Chloride		6.27	mg/Kg	1.00

Sample: 35578 - EXC 5E @ 6

Param	Flag	Result	Units	RL
Chloride		131	mg/Kg	1.00

Sample: 35579 - EXC 5N @ 1

Param	Flag	Result	Units	RL
Chloride		42.4	mg/Kg	1.00

Sample: 35580 - EXC 5N @ 6

Param	Flag	Result	Units	RL
Chloride		1210	mg/Kg	1.00

Sample: 35581 - EXC 5W @ 6

Param	Flag	Result	Units	RL
Chloride		17.5	mg/Kg	1.00

Sample: 35582 - EXC 2E @ 3

Param	Flag	Result	Units	RL
Chloride		14.7	mg/Kg	1.00

6701 Aberdeen Avenue, Ste. 9
Lubbock, Texas 79424
Tel (806) 794-1296
Fax (806) 794-1298
1 (800) 378-1296

TraceAnalysis, Inc.

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

CHAIN-OF-CUSTODY AND ANALYSIS REQUEST

LAB Order ID # 4060103

Company Name: Respec Phone #: 505 268-2661
 Address: (Street, City, Zip) 4661 Indian School NE #300 Fax #: 505 268-0040
 Contact Person: John Bunch
 Invoice to: (If different from above) NM OGD
 Project #: 1494-1.0 Project Name: Samar
 Project Location: Monument, NM Sampler Signature: Gina Gito

ANALYSIS REQUEST

(Circle or Specify Method No.)

LAB # (LAB USE ONLY)	FIELD CODE	# CONTAINERS	Volume/Amount	MATRIX				PRESERVATIVE METHOD						SAMPLING		MTBE 8021B/602	BTEX 8021B/602	TPH 418.1/TX1005	PAH 8270C	Total Metals Ag As Ba Cd Cr Pb Se Hg 6010B/200.7	TCLP Metals Ag As Ba Cd Cr Pb Se Hg	TCLP Volatiles	TCLP Semi Volatiles	TCLP Pesticides	RCI	GC/MS Vol. 8260B/624	GC/MS Semi. Vol. 8270C/625	PCB's 8082/608	Pesticides 8081A/608	BOD, TSS, pH	Chloride	Turn Around Time if different from standard	Hold		
				WATER	SOIL	AIR	SLUDGE	HCl	HNO ₃	H ₂ SO ₄	NaOH	ICE	NONE	DATE	TIME																				
35567	SB1@25-27	1	4oz	X																															
68	SB1@15-17	1	4oz	X																															
69	SB2@25-27	1	4oz	X																															
70	SB2@15-17	1	4oz	X																															
71	SB3@2-3	1	4oz	X																															
72	SB3@25-27	1	4oz	X																															
73	SB4@25-27	1	4oz	X																															
74	SB5@28-29	1	4oz	X																															
75	SB6@25-27	1	4oz	X																															
76	EXC 2E@1	1	4oz	X																															
77	EXC 5E@1	1	4oz	X																															

Relinquished by: Gina Gito Date: 5/29/04 Time: 9:30
 Received by: _____ Date: _____ Time: _____
 Relinquished by: _____ Date: _____ Time: _____
 Received by: _____ Date: _____ Time: _____
 Relinquished by: _____ Date: _____ Time: _____
 Received at Laboratory by: Jubita Date: 5-29-04 Time: 10:15

LAB USE ONLY
 Intact (Y) N
 Headspace Y / N
 Temp 4 °
 Log-in Review [Signature]

REMARKS:
NO BTEX on EXC samples
 Check If Special Reporting Limits Are Needed
6/9/04

Carrier # UPS

Jamar

Summary Report

Dave Henard
RESPEC
4775 Indian School Rd. NE
Suite 300
Albuquerque, NM 87110

Report Date: May 25, 2004

Work Order: 4051321

Project Location: Monument,NM
Project Name: Jamar
Project Number: 1494

Sample	Description	Matrix	Date Taken	Time Taken	Date Received
33947	Exc 1 M @ 23'	soil	2004-05-12	00:00	2004-05-13
33948	Exc 1 W @ 21'	soil	2004-05-12	00:00	2004-05-13
33949	Exc 1 N @ 6'	soil	2004-05-12	00:00	2004-05-13
33950	Exc 1 S @ 21'	soil	2004-05-12	00:00	2004-05-13
33951	Exc 2 M @ 10'	soil	2004-05-12	00:00	2004-05-13
33952	Exc 3 M @ 3'	soil	2004-05-12	00:00	2004-05-13
33953	Exc 3 M @ 10'	soil	2004-05-12	00:00	2004-05-13
33954	Exc 4 M @ 1'	soil	2004-05-12	00:00	2004-05-13
33955	Exc 4 M @ 3'	soil	2004-05-12	00:00	2004-05-13

Sample - Field Code	TPH DRO DRO (mg/Kg)	TPH GRO GRO (mg/Kg)
33947 - Exc 1 M @ 23'	<50.0	<1.00
33948 - Exc 1 W @ 21'	50.2	<1.00
33949 - Exc 1 N @ 6'	132	<1.00
33950 - Exc 1 S @ 21'	<50.0	<1.00
33951 - Exc 2 M @ 10'	<50.0	<1.00
33952 - Exc 3 M @ 3'	24300	1620
33953 - Exc 3 M @ 10'	<50.0	<1.00
33954 - Exc 4 M @ 1'	77000	218
33955 - Exc 4 M @ 3'	<50.0	<1.00

Sample: 33947 - Exc 1 M @ 23'

Param	Flag	Result	Units	RL
Chloride		414	mg/Kg	1.00

Sample: 33948 - Exc 1 W @ 21'

Param	Flag	Result	Units	RL
Chloride		614	mg/Kg	1.00

Sample: 33949 - Exc 1 N @ 6'

Param	Flag	Result	Units	RL
Chloride		764	mg/Kg	1.00

Sample: 33950 - Exc 1 S @ 21'

Param	Flag	Result	Units	RL
Chloride		165	mg/Kg	1.00

Sample: 33951 - Exc 2 M @ 10'

Param	Flag	Result	Units	RL
Chloride		59.2	mg/Kg	1.00

Sample: 33952 - Exc 3 M @ 3'

Param	Flag	Result	Units	RL
Chloride		468	mg/Kg	1.00

Sample: 33953 - Exc 3 M @ 10'

Param	Flag	Result	Units	RL
Chloride		373	mg/Kg	1.00

Sample: 33954 - Exc 4 M @ 1'

Param	Flag	Result	Units	RL
Chloride		605	mg/Kg	1.00

Sample: 33955 - Exc 4 M @ 3'

Param	Flag	Result	Units	RL
Chloride		293	mg/Kg	1.00

**JAMAR PROJECT SITE
ASBESTOS INVESTIGATION AND ABATEMENT**

Topical Report RSI-1792

by

Lucy E. Archambault, RHSP

RESPEC

4775 Indian School Road NE, Suite 300
Albuquerque, New Mexico 87110

prepared for

Mr. Edward Martin
New Mexico Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

July 7, 2004

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1.0 INTRODUCTION

RESPEC was retained by the New Mexico Oil Conservation Division (OCD) to conduct an asbestos inspection with sampling of the structures and piping located on an old oil refining site that is to be remediated, and to abate any asbestos found on the structures and piping that are to be demolished and removed. The site, known as the JAMAR Project site, is located on the west side of New Mexico State Highway 8 (NM 8) approximately 2.7 miles south of the town of Monument in Lea County, New Mexico.

The asbestos inspection and sampling were conducted to satisfy the pre-demolition/renovation requirements of the asbestos National Emission Standards for Hazardous Air Pollutants (NESHAPS). Following the inspection, Southwest Abatement, a certified asbestos abatement firm, was selected to conduct the abatement of the asbestos found on piping that was to be removed from the project site. The project manager for RESPEC was Ms. Lucy Archambault, certified asbestos inspector/management planner (Inspection Certification Number 031904-07 and Management Planner Certification Number 031904-16). Ms. Archambault conducted the inspection and sampling on April 23, 2004, and acted as the RESPEC representative during the abatement activities on May 18, 2004.

2.0 SCOPE OF WORK

The purpose of the asbestos inspection and sampling was to establish the presence or absence of asbestos in suspect materials and to identify the quantity, class, and condition of those materials. The purpose of the abatement was to remove and properly dispose of the asbestos-containing materials (ACMs) on piping or structures that were scheduled for removal from the project site. Other identified asbestos-containing materials will be either managed in place or scheduled for abatement at a later date. The specific ACMs to be removed were four lengths of asbestos-clad pipe and associated elbows located northeast of the storage shed. Because the piping contained no residues that might render it hazardous, the piping was to be removed with its insulation.

The following steps were to be used to complete the project:

- Retain a certified asbestos abatement firm to remove the asbestos-clad piping located northeast of the storage shed near the northern project boundary.
- File the appropriate notification to the New Mexico Environment Department Air Quality Bureau as required under the NESHAPS.
- Remove the asbestos-clad piping.

- Dispose of the piping at a landfill certified to accept asbestos-contaminated waste.

The inspection and sampling were conducted and completed on Friday, April 23, 2004, by Ms. Archambault. The abatement activities were conducted and completed on May 18, 2004, by Southwest Abatement, a certified abatement contractor.

This report of the abatement activities will also be included in the RESPEC project report to OCD.

3.0 LIMITATIONS

This report has been prepared for the exclusive use of the OCD and RESPEC to support proposed renovation/demolition activities at the subject property. Any other use of the report may be inappropriate. All work has been performed in accordance with generally accepted environmental assessment practices. No warranty is expressed or implied.

The asbestos investigations were conducted based on observations of the investigator at the time of the site visits, on information from individuals familiar with asbestos regulations, and on information from individuals familiar with the site. The investigation was conducted in accordance with the Asbestos Hazard Emergency Response Act (AHERA) guidelines and the abatement activities were conducted in accordance with the NESHAPS for demolition and renovation of structures where friable ACMs are present. Unless contradicted by conflicting data obtained independently during the conduct of the work, all information obtained has been accepted at face value. Information from interviews or from the independent laboratory may be inaccurate and/or incomplete. The information and conclusions in the asbestos investigation report and the abatement activities are dependent upon the accuracy, completeness, and availability of such data.

A not-to-scale site plan was provided to RESPEC by OCD. The site plan is included in this report as Attachment 1. The square and linear footage of materials were calculated from measurements taken on site. Although the insulation on one of the tanks on site was sampled as a precaution, the material appeared to be sprayed-on foam and was not expected to contain asbestos. No attempt was made to calculate the square footage of the tank surface.

The number of suspect materials sampled and analyzed for asbestos was based on the AHERA sampling guidelines as described in the Inspection, Sampling, and Analysis Plan developed for this project (Attachment 2 of the Investigation Report). The NESHAPS pre-renovation/demolition inspection regulations require, but do not define, thorough inspection and sampling. RESPEC believes that the AHERA guidelines provide a reliable definition of thorough inspection and sampling that is suitable for NESHAPS work. Those guidelines were followed for this project.

Implementation of any recommendations contained in this report does not ensure that all environmental risks will be eliminated or that all legal obligations will be met.

4.0 ASBESTOS ABATEMENT

4.1 INTRODUCTION AND BACKGROUND

Aerial photography indicates that the site was developed after 1978. The exact construction dates of the various structures are not known. The structures on the site on the north side of the site road include:

- 14 storage tanks.
- A 20-foot by 30-foot office building located on the south side of a curved row of tanks.
- A horizontal heater unit located off the southwest corner of the office building.
- An elevated pipe run from the heater north to the west end of the curved row of tanks and east to the second tank from the west end of the tank row.
- A windmill tower with a small shed constructed around the top of the wellhead.
- A stucco-surfaced storage shed located near the western site boundary.
- Several insulated pipe runs with elbows on the ground off the northeast corner of the storage building next to the north site fence.
- A second horizontal heater unit lying at the east end of the abandoned pipe.

Structures on the south side of the site road include:

- Five storage tanks.
- A 36-foot by 20-foot concrete pad with a steel-plate frame mounted on it.
- A junk pile containing drums, a car body, and miscellaneous pipe west of the row of three tanks.
- A 50-foot by 30-foot slab located northeast of the row of three tanks.
- A small junk pile located east of the slab.
- An abandoned water well north of the slab.
- A 10-foot by 12-foot footing concrete footing frame located slightly northeast of the east tank in the row of three tanks.

The current project at this site consists of the removal of the contents and the tanks on the south side of the site road, cleanup of the junk piles on the south side of the site, removal of the contents and all but the curved row of five tanks on the north side of the site road, and removal of the pipe runs on the ground near the storage shed on the north side of the road.

Asbestos was banned from use in building materials in 1978. However, the existing supplies of building materials containing asbestos could still be sold and were widely used in building construction until the early 1980s. For some applications, such as boiler gaskets and brake shoes, asbestos was used as late as the mid-1990s. Today, there is still limited use in roofing and in items such as brake shoes and boiler door gaskets. Although the structures and piping on the site were put in place after 1978, the requirements for insulation properties and fire resistance may have mandated the use of asbestos at the site.

The inspection of the site revealed the following materials that could potentially contain asbestos:

- Asphalt roofing materials on the storage shed and office building.
- Sheetrock that had been textured and painted in the office building.
- Thermal insulation on the elevated pipe run, the two heater units, and the piping on the ground near the storage shed.
- Insulation on the wellhead and piping for the windmill.
- Exterior stucco on the storage shed.

Additionally, the sprayed-on tank insulation on one of the tanks was sampled as a precaution.

In general, asphalt roofing materials are considered Class I Non-Friable materials. The stucco, textures, sheetrock, and thermal insulation are considered to be friable materials.

The quantities, classes, and conditions of the suspect materials are summarized in Table 4-1 on the next page.

Table 4-1. Suspect Asbestos Materials – Type and Quantity

SUSPECT MATERIALS	MATERIAL CLASS	CONDITION	ESTIMATED TOTAL QUANTITY
Asphalt Roofing	Class I Non-Friable	Good to Poor	1,002 square feet
Ceiling Sheetrock – Office Building	Friable	Good to Fair	396 square feet
Sheetrock Walls – Office Building	Friable	Good to Poor	615 square feet
Stucco Walls – Storage Shed	Friable	Fair to Poor	589 square feet
Ceramic Heater near Storage Shed	Friable	Fair	216 square feet surface 108 cubic feet of insulation
Ceramic Heater North of Office Building	Friable	Fair	377 square feet 188 cubic feet of insulation
Large-diameter Pipe on Ground by Storage Shed	Friable	Fair to Poor	52 linear feet 4 elbows
Small-diameter Pipe on Ground by Storage Shed	Friable	Fair to Poor	74 linear feet 2 elbows
Elevated Pipe Run West Side of Office Building	Friable	Poor	148 linear feet
Windmill Pump and Piping	Friable	Poor	50 square feet
Storage Tanks	Friable	Poor	Not Estimated

4.2 ABATEMENT PROCEDURES

Of the structures and piping scheduled for removal, only the piping on the ground off the northeast corner of the storage shed required abatement of the asbestos insulation. Because the piping had no residues that could potentially be hazardous, the decision was made to remove the piping with its insulation. The following steps were followed during the abatement.

- Employees working directly with the ACMs donned appropriate personal protective equipment (PPE).
- The pipe lengths and elbows were to be cut to allow the pipe to be removed in easily handled lengths. Polyethylene sheets were laid under the areas to be cut.
- The asbestos insulation was sprayed with water to prevent fiber release during its removal.

- The asbestos was removed from the areas where the cuts were to be made and placed in heavy pre-labeled polyethylene bags. The bags were sealed and set aside.
- The pipe was cut with a cutting torch.
- The pipe sections with insulation were laid on sufficient polyethylene sheeting to double-wrap the pipe and were then sealed. Each wrapped section was labeled.
- A construction dumpster was brought to the site and lined with polyethylene. The pipe lengths were lifted into the dumpster with a backhoe. The bags were also placed in the dumpster.
- The area where the piping laid was visually inspected. Small pieces of insulation that had fallen off the pipe prior to the abatement and some of the soils around those pieces were picked up with a shovel, bagged for disposal, labeled, and placed in the dumpster.
- After the area was cleared and all bags and piping were in the dumpster, the polyethylene lining was wrapped around the load, sealed, and labeled.
- The dumpster was placarded for transport, the dumpster over-the-road cover was deployed over the load, and the dumpster was transported from the project site. The load was taken to the Otero/Lincoln County Regional Landfill for disposal. The landfill is certified by the U.S. EPA to receive ACMs for disposal.

The location of the piping that was removed is shown on the site plan (see Attachment 1).

The Southwest Abatement Closeout Documents (received June 16, 2004) are provided as Attachment 2.

Photographs of the abatement activities are provided as Attachment 3.

5.0 CONCLUSIONS

The total square and/or linear footage of each identified homogeneous ACM that contained one percent or more asbestos and that was been identified as friable or is considered friable, was sufficient to require NESHAPS demolition/renovation reporting. Therefore, all ACM materials were reported. The ACM thermal insulation to be removed for this abatement activity was in fair to poor condition and was friable. Abatement was necessary for the thermal insulation. Because the piping was to be removed as part of the overall project, it was determined that the most cost-effective method of abatement that would result in the least amount of disturbance of the insulation would be to remove the pipe with its insulation. As required by regulations, the appropriate notifications were made 10 days prior to the abatement activities. Only notification is required; no permit is issued for abatement activities. The removed pipe was properly

contained and labeled and was transported by a certified transporter to a facility permitted to accept ACMs.

6.0 RECOMMENDATIONS

Based on observations made during the April investigation and based on the analytical results and the current abatement activities, RESPEC makes the following recommendations:

- Abate or manage the remaining identified ACMs.
- If the remaining ACMs are to be managed, develop an operations and management plan for the project site to properly protect employees when maintenance or repair of the ACMs is required.
- If the remaining ACMs are to be abated, take the ACMs to a landfill permitted to accept ACMs. The remaining materials to be abated include the thermal insulation on the north/south elevated pipe run, the insulation on the two heater units, and the stucco on the storage building.
- Use contractors certified to abate the asbestos.
- Use certified waste haulers for the asbestos waste.
- Use a disposal facility permitted to accept asbestos waste.

7.0 CONTACTS

Mr. David Henard, RESPEC, Albuquerque, New Mexico, (505) 268-2661.

Mr. Jorge Armstrong, RESPEC, Albuquerque, New Mexico, (505) 268-2661.

Mr. Tysan West, Southwest Abatement, Albuquerque, New Mexico, (505) 873-2967.

Ms. Irma Veloz, Southwest Abatement, El Paso, Texas, (915) 757-7809.

ATTACHMENT 1
SITE PLAN AND ASBESTOS ABATEMENT LOCATION

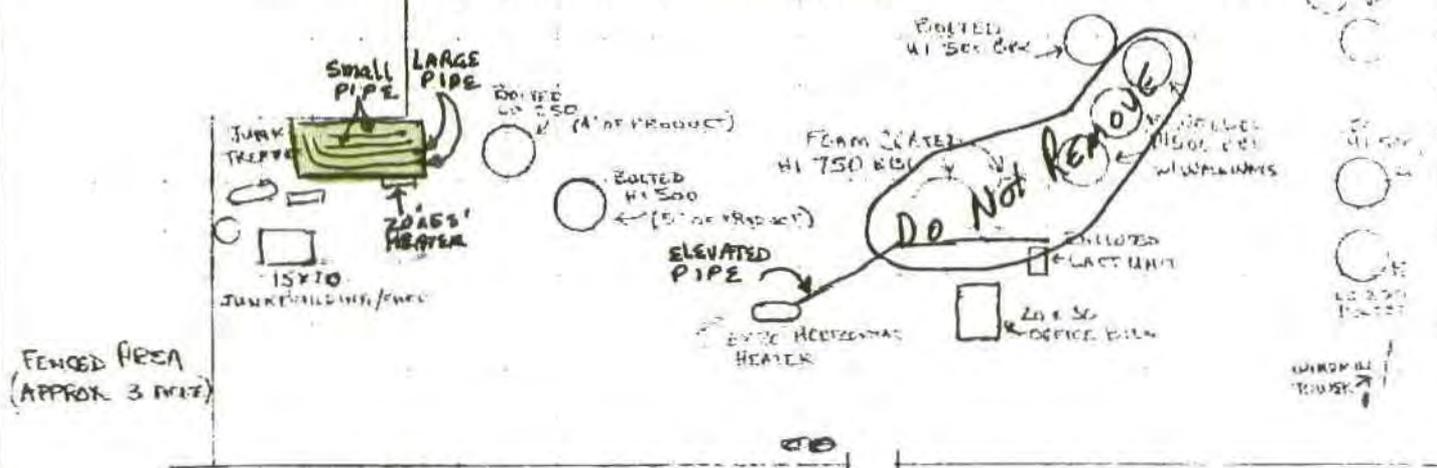
OIL PROCESSING SITE 2-18-03

Handwritten notes: 2/18/03

UL I Sec 8 T-205 R-37E

2.7 MILES S OF MONUMENT, N.M.

Handwritten note: 20' x 30'

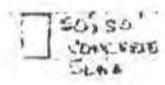
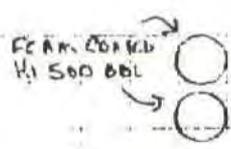


LEASE ROADWAY

PARAFFIN PROCESSING SITE (APPROX 3+ ACRES UNFENCED)

ABT WATER WELL

SMALL JUNK PILE



10' x 12' CEMENT FOOTING FRAME

FORM COATED LO 250 BBL



STEEL PLATE 20' x 6' H x 1/2" THICK 20' x 10' LONGER SET ON NORTH END OF CONCRETE 36' x 20'

CONCRETE PAD LIMITED PARAFFIN FILLS SCATTERED ON & AROUND PAD

JUNK PILE DEUMS, CAR BATTERY, ETC

LARRY JOHNSON 2/18/03

Legend

Abatement Area



NOT TO SCALE

FOR: New Mexico Oil Conservation Division		Attachment 1	
JAMAR Project Lea County, New Mexico		Site Sketch with Asbestos Abatement Location	
PROJECT # 19472	DRAWN ON BY RESPEC	RESPEC An Integrated Consulting and Services Company	
CAD REF # 8486	06/28/04		

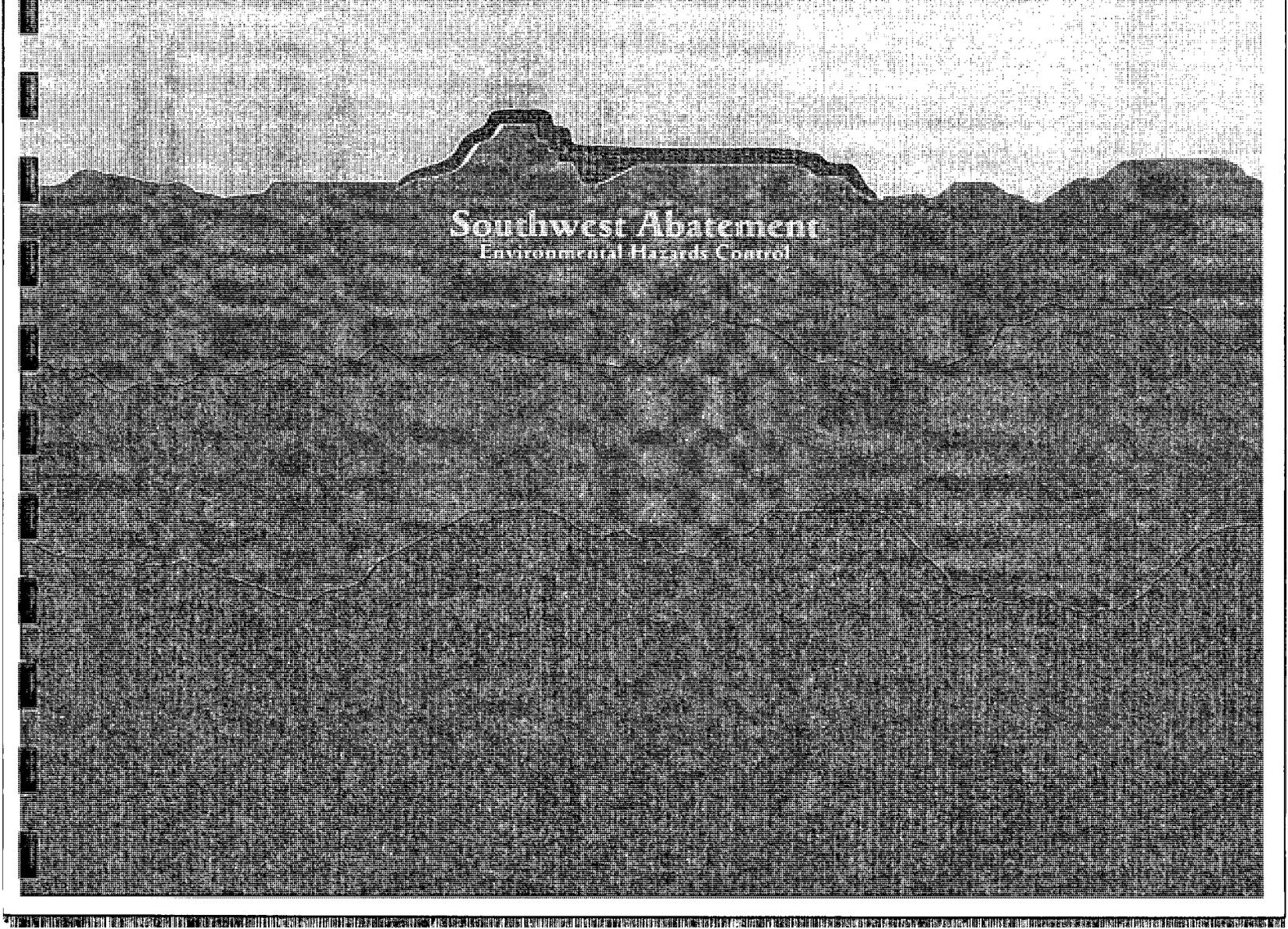
ATTACHMENT 2
SOUTHWEST ABATEMENT CLOSEOUT DOCUMENTS

CLOSE OUT DOCUMENTS

Pipe Abatement in Monument New Mexico

SAI #: 2551

Completion Date: May 18, 2004



Southwest Abatement
Environmental Hazards Control

CLOSE OUT DOCUMENTS TABLE OF CONTENTS

Pipe Abatement in Monument, New Mexico
SAI'S PROJECT #: 04AP-6024-2551

1. Certificate of Completion
2. NMED Notification
3. Insurance Certificate
4. Training/Medical Certificates
5. Company Licenses
6. Respirator Fit Test
7. Supervisor Daily Project Logs
8. Containment Logs
9. Visitor Logs
10. Waste Manifests

Certificate of Completion

Project Name: Pipe Abatement Monument NM

Project Address: NM Highway 8 Appx 2.7 Miles South of Monument
Monument NM

SAI's Project No.: 2551

Date of COMPLETION: May 18, 2004

Southwest Abatement, Inc. has reviewed the said project and established that the project is substantially completed in accordance with contracted agreement.

Project Scope:

200 lnft pipe abatement



Signature of Authorized Agent of SAI

6/15/04

Date

ENCLOSURE:

This section NMED use only:

NR Date _____	Start Date (93) _____
Reply Date _____	Finish Date (94) _____
Co. Reply _____	Waste Man. YES ___ NO ___
Target: TP ___ HI ___ LO ___	Airs Entered _____
Inspect Date (07) _____	NV ___ NW ___ Comp ___ SV ___
Inspection Ltr. Date _____	Compliance Status: C W B
Methods: F G ___	Source: ___ 0 1 2

I. FACILITY INFORMATION (Identify owner, removal contractor, other operator)

OWNER: Jimmie T. Cooper

ADDRESS: NM Oil Conservation Division 1220 S. St. Francis Dr

CITY: Santa Fe STATE: NM ZIP: 87505

CONTACT: Martyne Kieling TEL: 505-476-3486

REMOVAL CONTRACTOR: SOUTHWEST ABATEMENT, INC.

ADDRESS: 4609 KINNEY SE

CITY: ALBUQUERQUE STATE: NM ZIP: 87105

CONTACT: TAD WEST /Tysan West TEL: 505-873-2967

II. TYPE: NOTIFICATION (O = Original/R = Revised): Original

III. TYPE OF OPERATION: (D = Demolition/R = Renovation): Renovation

IV. IS ASBESTOS PRESENT? (Y = Yes/N = No:) Yes

V. FACILITY DESCRIPTION (i.e. oil refinery, brick schoolhouse): oil refinery

BLDG NAME: Jamar Project

ADDRESS: NM Hwy 8, appx 2.7 miles south of Monument NM

CITY: NM Hwy 8, appx 2.7 miles south of Monument NM STATE: NM ZIP: _____

SITE LOCATION: NM Hwy 8, appx 2.7 miles south of Monument NM

BLDG. SIZE: (sq.ft. or sq. meters) NA NUM. of FLOORS: NA AGE: NA

PRESSENT USE: Oil Refinery PRIOR USE: Oil Refinery

VI. PROCEDURE (including analytical method, if appropriate) USED TO DETECT THE PRESENCE OF ASBESTOS MATERIAL: SURVEY WAS PERFORMED USING ANALYTICAL METHOD PLM

VII. APPROXIMATE AMOUNT OF ASBESTOS, INCLUDING:	RACM To Be Removed	Non-friable Asbestos Material To Be Removed		Indicate Unit of Measurement Below	
		Cat. I	Cat. II	NIT	
1. Regulated ACM to be removed					
2. Category I ACM not removed					
Category II ACM not removed					
Pipes	126			LnFt: X	Ln M:
Surface Area				SqFt:	Sq M:
Pl. RACM off Facility Component				CuFt:	Cu M:

VIII. SCHED DATES ASBESTOS REMOVAL (MM/DD/YY) START: 05/18/04 COMPLETE: 05/19/04

IX. SCHED DATES DEMO/RENOVATION (MM/DD/YY) START: unknown COMPLETE: unknown

CIRCLE, DAYS	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S	M	T	W	Th	F	S	S
ESTIMATED TIME OF ACTUAL REMOVAL	a	a	a	am	a	a	a	a	a	am	a	a	a	a	a	a	am	a	a	a	a
	p	p	p	pm	p	p	p	p	p	pm	p	p	p	p	p	p	pm	p	p	p	p

DESCRIPTION: OF PLANNED DEMOLITION OR RENOVATION WORK, AND METHOD(S) TO BE USED, AND DESCRIPTION OF AFFECTED FACILITY COMPONENTS (i.e. acoustical ceiling scrape, whole pipe removal-plastic wrapped, TSI removal or roofing material removal, etc.): whole pipe removal, plastic wrapped and glove bag abatement

XI. DESCRIPTION OF WORK PRACTICES AND ENGINEERING CONTROLS TO BE USED TO PREVENT EMISSIONS OF ASBESTOS AT THE DEMO/RENO SITE (i.e. asbestos removal techniques and emission control procedures such as containment, glove bagging, wetting, and air filtration devices, etc.): Abatement of pipe insulation using wet methods, glove bag methodology and plastic wrapped whole pipe removal

XI. WASTE TRANSPORTER

NAME: Southwest Abatement, Inc.

ADDRESS: 4609 KINNEY SE

CITY: Albuquerque STATE: New Mexico ZIP: 87105

CONTACT PERSON: Tad West TEL: (505) 873-2967

XII. WASTE DISPOSAL SITE

NAME: OTERO / LINCOLN LANDFILL

ADDRESS: 1376 EAST 9TH STREET / 23 MILES SOUTH ON HIGHWAY 54 FROM ALAMOGORDO

CITY: ALAMOGORDO STATE: NEW MEXICO ZIP: 88310-6795

TELEPHONE: (505) 439-4355

XIII. IF DEMOLITION ORDERED BY A GOVERNMENT AGENCY, PLEASE IDENTIFY THE BELOW:

NAME: N/A TITLE: N/A

AUTHORITY: N/A

DATE OF ORDER (MM/DD/YY): N/A DATE ORDERED TO BEGIN (MM/DD/YY) N/A

XIV. FOR EMERGENCY RENOVATIONS

DATE AND HOUR OF EMERGENCY (MM/DD/YY): N/A

DESCRIPTION OF SUDDEN UNEXPECTED EVENT: N/A

EXPLANATION OF HOW THE EVENT CAUSED UNSAFE CONDITIONS OR SERIOUS DISRUPTION OF INDUSTRIAL OPERATIONS: N/A

XV. DESCRIPTION OF PROCEDURES TO BE FOLLOWED IN THE EVENT THAT UNEXPECTED ASBESTOS IS FOUND OR PREVIOUSLY NONFRIABLE ASBESTOS MATERIAL BECOMES CRUMBLED, PULVERIZED, OR REDUCED TO POWDER: STOP WORK NOTIFY FEDERAL STATE AND LOCAL AGENCIES. ADDITIONAL INFORMATION WILL BE ADDED TO AN AMENDED NOTIFICATION. REMOVAL METHODS WILL BE DETERMINED BEFORE ANY AMENDMENT IS ISSUED.

XVI. I CERTIFY THAT AN INDIVIDUAL TRAINED IN THE PROVISIONS OF THIS REGULATION (40 CFR PART 61, SUBPART M) WILL BE ON-SITE DURING THE DEMOLITION OR RENOVATION AND THAT THE REQUIRED TRAINING HAS BEEN ACCOMPLISHED BY THIS PERSON WILL BE AVAILABLE FOR INSPECTION DURING NORMAL BUSINESS HOURS. (REQUIRED 1 YEAR AFTER PROMULGATION)

(SIGNATURE OF OWNER/OPERATOR)

05/04/04

(DATE)

XVII. I CERTIFY THAT THE ABOVE INFORMATION IS CORRECT.

(SIGNATURE OF OWNER/OPERATOR)

05/04/04

(DATE)

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
05/13/2004

PRODUCER Wayne White
Talbot Agency, Inc.
P O Box 90756 87199
7770 Jefferson NE, Suite 200
Albuquerque, NM 87109
(505)828-4000 ... fax (505)828-0732

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

- COMPANY A American International Group, Inc.
- COMPANY B
- COMPANY C
- COMPANY D

INSURED
Southwest Abatement, Inc.
Enviromental Reconditioning
4609 Kinney St SE
Albuquerque NM 87105

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR OWNERS & CONTRACTOR'S PROT <input checked="" type="checkbox"/> Pollution Liability	001274277	04/28/2004	04/28/2005	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 PERSONAL & ADV INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	001955028	04/28/2004	04/28/2005	COMBINED SINGLE LIMIT \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	000791106	04/28/2004	04/28/2005	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	WC3283082	04/28/2004	04/28/2005	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

CERTIFICATE HOLDER

espec, Inc.
775 Indian School NE
Albuquerque, NM 87110

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, 10 days notice for non-payment BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Robert D. MacBul

ACORD 25-S (1/95)

© ACORD CORPORATION 1986

FIELD SCIENCES INSTITUTE

CERTIFIES THAT

ELISEO ORTEGA

HAS SUCCESSFULLY COMPLETED THE REQUIRED
TRAINING FOR ACCREDITATION UNDER TSCA TITLE II

**8 HOUR
ASBESTOS CONTRACTOR / SUPERVISOR
REFRESHER**

Date of Course: 01/23/2004



Instructor

Expiration Date: 01/23/2005

CERTIFICATE NUMBER: ACSR040123009

FSI FIELD SCIENCES INSTITUTE

Physician's Written Statement Medical Surveillance for Asbestos Exposure

Applicant's Name (Please Print) Ortega Eliseo _____
Last First M.I.

Social Security#: [REDACTED] Telephone: 505-877-7975

Address: 1310 Bonito Cir. Albany NM 87105
Street City State Zip Code

The above named individual was seen on 5/26/04, in accordance with: 29 CFR 1926.58.

INDICATE WHICH ITEMS WERE PERFORMED WITH PHYSICIAN'S INITIALS:

- 6.L. Completion and review of the standardized medical questionnaire and work history with special emphasis directed to the pulmonary, cardiovascular, and gastrointestinal systems per appendix D in 1926.58.
- 6.L. The employer provided, and review was made of the OSHA standards and its appendices, the employer's description of this employee's duties as they relate to employee's exposure, the employee's representative or anticipated exposure level, the personal protective and respiratory equipment to be utilized by the employee and information from previous medical examinations of the affected employee that is not otherwise available to the physician.
- 6.L. A physical examination with emphasis upon the pulmonary, cardiovascular and gastrointestinal systems.
- 6.L. The pulmonary function tests of forced vital capacity (FVC) and forced expiratory volume at one second (FEV 1) in accordance with NIOSH and ATS standards conducted by the physician or a graduate of a training course in spirometry sponsored by an appropriate academic or professional institution.
- 6.L. Indicate did the doctor decide that an x-ray was required yes or no and was one done or no .
 A chest roentgenogram, posterior-anterior, 14x17 inches or current film on file with interpretation, classification, and documentation in accordance with 29 CFR 1926.58 Appendix E. Note: According to 29 CFR 1926.58(M)(2)(ii)(C), it is up to the discretion of the physician whether or not a chest X-ray is required.
- 6.L. The physician informed employee of the results of the exam and of any medical conditions that may result from asbestos exposure including increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure.
- 6.L. The employee has been found medically qualified to wear and use the respirators as provided by the employer.

Unless otherwise noted below, this evaluation indicates that there are no detected medical conditions that would place the employee at an increased risk of material health impairment from exposure to asbestos, and there are no recommended limitations on the employee concerning the wearing or the use of personal protective equipment or respirators. The employee is able to work safely in environments capable of producing heat stress.

Comments or limitations, if any: _____

Is a follow-up examination prior to the next annual exam required yes no.

[Signature] 70-1726 505-842-5157
 Physician's Name Physician's Signature Physician's License # Telephone Number
801 Encino PINE E-12 Albuquerque NM 87102
Street Address City State Zip Code

I hereby certify that I have been informed by the physician of the results of my medical examination and of any medical conditions that may result from asbestos exposure.
[Signature] 5/26/04
 Employee Signature Date

FIELD SCIENCES INSTITUTE

CERTIFIES THAT

FELIX BAILON

HAS SUCCESSFULLY COMPLETED THE REQUIRED
TRAINING FOR ACCREDITATION UNDER TSCA TITLE II

**8 HOUR
ASBESTOS CONTRACTOR / SUPERVISOR
REFRESHER**

Date of Course: 01/23/2004


Instructor

Expiration Date: 01/23/2005

CERTIFICATE NUMBER: ACSR040123008

FSI FIELD SCIENCES INSTITUTE

Patient: Bailon, Felix

SSN: [REDACTED]

DOB: 03/05/1951

Gender: M

Marital Status: M

Address: 1212 Arenal SW

ALBUQUERQUE, NM 87105

Home Phone: (505) 452-0803

Work Phone: (505) 873-2967 Ext.:

Job Title:

Employer: Southwest Abatement

Address: 4609 Kinney St SE

Albuquerque, NM 87105

Job Contact: Kendra West

Role: Manager

Phone: (505) 873-2967 Ext.:

Fax: (505) 873-1247

Race: ASIAN BLACK HISPANIC INDIAN WHITE OTHER

The above individual was seen on 02/25/2004 in accordance with:

[Signature] 29 CFR 1926.1101.
40 CFR 763.121.

The following was performed:

- Completion and review of the standardized medical questionnaire and work history with special emphasis directed to the pulmonary, cardiovascular, and gastrointestinal systems per Appendix D in 1926.1101.
- Review of the employer's description of: this employee's duties as they relate to the employee's exposure, the employee's representative or anticipated exposure level, and personal protection equipment to be utilized by the employee.
- Review of information from previous medical examinations if available.
- A physical examination with emphasis upon the pulmonary, cardiovascular, and gastrointestinal systems.
- A pulmonary function test of forced vital capacity (FVC) and forced expiratory volume at one second (FEV 1) in accordance with NIOSH and ATS standards.
- A chest roentgenogram, posterior-anterior, 14x17 inches (or current film on file) with interpretation in accordance with 29 CFR 1926.1101. (M)(2)(ii)(C).
- NOTE: According to 29 CFR 1926.1101 (M)(2)(ii)(C), it is up to the discretion of the physician whether or not a chest X-ray is required.
- The employee was informed by the physician of the results of the exam and of any medical conditions that may result from asbestos exposure including the increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure.

Unless otherwise noted below, this evaluation indicates that there are no detected medical conditions that would place the employee at an increased risk of material health impairment from exposure to asbestos, and there are no recommended mitigations on the employee concerning the use of personal protective equipment or respirator.

Comments or limitations (if any):

[Signature]
Provider Signature

02-25-04
Date

FIELD SCIENCES INSTITUTE

CERTIFIES THAT

JOSE V. BONILLA-SOTO

HAS SUCCESSFULLY COMPLETED THE REQUIRED
TRAINING FOR ACCREDITATION UNDER TSCA TITLE II

**8 HOUR
ASBESTOS CONTRACTOR / SUPERVISOR
REFRESHER**

Date of Course: 03/25/2004

Bil Clement
Instructor *by mlf*

Expiration Date: 03/25/2005

CERTIFICATE NUMBER: ACSR040325006

FSI. FIELD SCIENCES INSTITUTE

**Physician's Written Statement
Medical Surveillance for Asbestos Exposure**

Applicant's Name Bonilla Jose
 (Please Print) Last First M.I.
 Social Security# [REDACTED] Telephone: 452-1074
 Address: 1323 Bonvito Circle S.W.
 Street City State Zip Code

The above named individual was seen on 3/15/04, in accordance with: 29 CFR 1926.58.

INDICATE WHICH ITEMS WERE PERFORMED WITH PHYSICIAN'S INITIALS:

- Completion and review of the standardized medical questionnaire and work history with special emphasis directed to the pulmonary, cardiovascular, and gastrointestinal systems per appendix D in 1926.58.
- The employer provided, and review was made of the OSHA standards and its appendices, the employer's description of this employee's duties as they relate to employee's exposure, the employee's representative or anticipated exposure level, the personal protective and respiratory equipment to be utilized by the employee and information from previous medical examinations of the affected employee that is not otherwise available to the physician.
- A physical examination with emphasis upon the pulmonary, cardiovascular and gastrointestinal systems.
- The pulmonary function tests of forced vital capacity (FVC) and forced expiratory volume at one second (FEV 1) in accordance with NIOSH and ATS standards conducted by the physician or a graduate of a training course in spirometry sponsored by an appropriate academic or professional institution.
- Indicate did the doctor decide that an x-ray was required yes or no and was one done yes or no .
- A chest roentgenogram, posterior-anterior, 14x17 inches or current film on file with interpretation, classification, and documentation in accordance with 29 CFR 1926.58 Appendix E. Note: According to 29 CFR 1926.58(M)(2)(II)(C), it is up to the discretion of the physician whether or not a chest X-ray is required.
- The physician informed employee of the results of the exam and of any medical conditions that may result from asbestos exposure including increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure.
- The employee has been found medically qualified to wear and use the respirators as provided by the employer.

Unless otherwise noted below, this evaluation indicates that there are no detected medical conditions that would place the employee at an increased risk of material health impairment from exposure to asbestos, and there are no recommended limitations on the employee concerning the wearing or the use of personal protective equipment or respirators. The employee is able to work safely in environments capable of producing heat stress.

Comments or limitations, if any: _____

Is a follow-up examination prior to the next annual exam required yes no.

Vicki Hand, PA-C for Vicki Hand for Dr. G. Chodo
 Physician's Name Physician's Signature Physician's License # Telephone Number 505-842-5151
801 Encino Pl NE E-12 Albuquerque NM 87102
 Street Address City State Zip Code

I hereby certify that I have been informed by the physician of the results of my medical examination and of any medical conditions that may result from asbestos exposure.

 Employee Signature Date

FIELD SCIENCES INSTITUTE

CERTIFIES THAT

JOEL RUIZ

HAS SUCCESSFULLY COMPLETED THE REQUIRED
TRAINING FOR ACCREDITATION UNDER TSCA TITLE II

**8 HOUR
ASBESTOS CONTRACTOR / SUPERVISOR
REFRESHER**

Date of Course: 01/23/2004



Instructor

Expiration Date: 01/23/2005

CERTIFICATE NUMBER: ACSR040123001

FSI FIELD SCIENCES INSTITUTE

**Physician's Written Statement
Medical Surveillance for Asbestos Exposure**

Applicant's Name (Please Print) Ruiz Joel M.
Last First M.I.

Social Security#: [REDACTED] Telephone: 505-877-3360

Address: 3127 1A Junta Pk SW AIB N.M. 87105
Street City State Zip Code

The above named individual was seen on 01-26-04, in accordance with: 29 CFR 1926.58.

INDICATE WHICH ITEMS WERE PERFORMED WITH PHYSICIAN'S INITIALS:

- Completion and review of the standardized medical questionnaire and work history with special emphasis directed to the pulmonary, cardiovascular, and gastrointestinal systems per appendix D in 1926.58.
- The employer provided, and review was made of the OSHA standards and its appendices, the employer's description of this employee's duties as they relate to employee's exposure, the employee's representative or anticipated exposure level, the personal protective and respiratory equipment to be utilized by the employee and information from previous medical examinations of the affected employee that is not otherwise available to the physician.
- A physical examination with emphasis upon the pulmonary, cardiovascular and gastrointestinal systems.
- The pulmonary function tests of forced vital capacity (FVC) and forced expiratory volume at one second (FEV 1) in accordance with NIOSH and ATS standards conducted by the physician or a graduate of a training course in spirometry sponsored by an appropriate academic or professional institution.
- Indicate did the doctor decide that an x-ray was required yes or no and was one done yes or no .
- A chest roentgenogram, posterior-anterior, 14x17 inches or current film on file with interpretation, classification, and documentation in accordance with 29 CFR 1926.58 Appendix E. Note: According to 29 CFR 1926.58(M)(2)(ii)(C), it is up to the discretion of the physician whether or not a chest X-ray is required.
- The physician informed employee of the results of the exam and of any medical conditions that may result from asbestos exposure including increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure.
- The employee has been found medically qualified to wear and use the respirators as provided by the employer.

Unless otherwise noted below, this evaluation indicates that there are no detected medical conditions that would place the employee at an increased risk of material health impairment from exposure to asbestos, and there are no recommended limitations on the employee concerning the wearing or the use of personal protective equipment or respirators. The employee is able to work safely in environments capable of producing heat stress.

Comments or limitations, if any: _____

Is a follow-up examination prior to the next annual exam required yes no.

Vicki Hand, PA-C

Physician's Name Vicki Hand PA-C Physician's License # 89PA12 NM Telephone Number 842-5151
801 Encino Pl. # E12 AIB N.M. 87102
Street Address City State Zip Code

I hereby certify that I have been informed by the physician of the results of my medical examination and of any medical conditions that may result from asbestos exposure.

Joel Ruiz
Employee Signature

1-26-04
Date

SCAI TRAINING CENTER

headquarters: 1409 montana ave el paso, texas 79902-5617
(915) 533-8840 fax (915) 533-8843 e-mail scai@flash.net

BY THE ISSUANCE OF THIS CERTIFICATE TO

ALBERTO P. MENDOZA

CERTIFICATE NUMBER

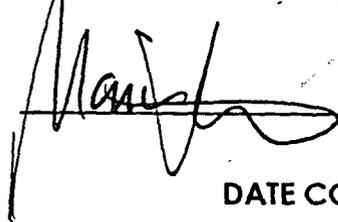
2004WR0305-0001

let it be known that said person has completed the requirements for asbestos accreditation as per Section 206 of TSCA TITLE II, 15 U.S.C. 2646
(as per approval by the State of Texas / United States Environmental Protection Agency: EPA AHERA 40 CFR 763)

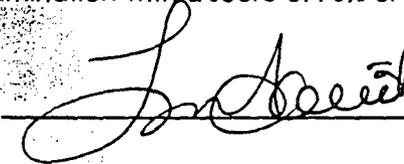
EPA AHERA ASBESTOS WORKER REFRESHER COURSE

Furthermore, let it be known that said person passed the required course examination with a score of 70% or higher

Instructor



President



DATE COURSE COMPLETED: 03/05/04

8 CEU As Approved by TDH for
Sanitarian Continuing Education,
\$265.147

LOCATION: El Paso, Texas

COURSE DATES: 03/05/04

COURSE EXAM DATE: N/A

STUDENT SOCIAL SECURITY NO. 460-98-8239

REGISTERED SANITARIAN NO. N/A

ACCREDITATION EXPIRATION DATE: 03/05/05

Physician's Written Statement Medical Surveillance for Asbestos Exposure

Applicant's Name (Please Print) Mendoza Alberto P.
Last First M.I.

Social Security #: [REDACTED] Telephone: 806-272-8971

Address: 1310 Bonito Cir. A1B N.M 87105
Street City State Zip Code

The above named individual was seen on 01-26-04, in accordance with: 29 CFR 1926.58.

INDICATE WHICH ITEMS WERE PERFORMED WITH PHYSICIAN'S INITIALS:

- JK Completion and review of the standardized medical questionnaire and work history with special emphasis directed to the pulmonary, cardiovascular, and gastrointestinal systems per appendix D in 1926.58.
- JK The employer provided, and review was made of the OSHA standards and its appendices, the employer's description of this employee's duties as they relate to employee's exposure, the employee's representative or anticipated exposure level, the personal protective and respiratory equipment to be utilized by the employee and information from previous medical examinations of the affected employee that is not otherwise available to the physician.
- JK A physical examination with emphasis upon the pulmonary, cardiovascular and gastrointestinal systems.
- JK The pulmonary function tests of forced vital capacity (FVC) and forced expiratory volume at one second (FEV 1) in accordance with NIOSH and ATS standards conducted by the physician or a graduate of a training course in spirometry sponsored by an appropriate academic or professional institution.
- JK Indicate did the doctor decide that an x-ray was required or no and was one done or no .
- JK A chest roentgenogram, posterior-anterior, 14x17 inches or current film on file with interpretation, classification, and documentation in accordance with 29 CFR 1926.58 Appendix E. Note: According to 29 CFR 1926.58(M)(2)(ii)(C), it is up to the discretion of the physician whether or not a chest X-ray is required.
- JK The physician informed employee of the results of the exam and of any medical conditions that may result from asbestos exposure including increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure.
- JK The employee has been found medically qualified to wear and use the respirators as provided by the employer.

Unless otherwise noted below, this evaluation indicates that there are no detected medical conditions that would place the employee at an increased risk of material health impairment from exposure to asbestos, and there are no recommended limitations on the employee concerning the wearing or the use of personal protective equipment or respirators. The employee is able to work safely in environments capable of producing heat stress.

Comments or limitations, if any: _____

Is a follow-up examination prior to the next annual exam required yes no.

DAVID M. LYMAN MD [Signature] 95-287 842-5151
Physician's Name Physician's Signature Physician's License # Telephone Number

801 Encino Pl. #E12 A1B N.M. 87102
Street Address City State Zip Code

I hereby certify that I have been informed by the physician of the results of my medical examination and of any medical conditions that may result from asbestos exposure.

Alberto Mendoza P. 01-26-04
-Employee Signature Date

FIELD SCIENCES INSTITUTE

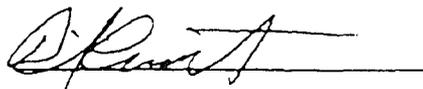
CERTIFIES THAT

REYDESEL BEJARANO

HAS SUCCESSFULLY COMPLETED THE REQUIRED
TRAINING FOR ACCREDITATION UNDER TSCA TITLE II

32 HOUR ASBESTOS ABATEMENT WORKER

Dates of Course: 06/30/2003-07/03/2003


Instructor

Exam Date: 07/03/2003

Expiration Date: 07/03/2004

CERTIFICATE NUMBER: 32AAW030703001

FSI FIELD SCIENCES INSTITUTE

Physician's Written Statement Medical Surveillance for Asbestos Exposure

Applicant's Name Bejarano Reydesel V
 (Please Print) Last First M.I.

Social Security#: [REDACTED] Telephone: 505-266-8079

Address: 1333 Columbia Dr SE #125 Albuquerque NM 87106
 Street City State Zip Code

The above named individual was seen on 7/8/03, in accordance with: 29 CFR 1926.58.

INDICATE WHICH ITEMS WERE PERFORMED WITH PHYSICIAN'S INITIALS:

- Completion and review of the standardized medical questionnaire and work history with special emphasis directed to the pulmonary, cardiovascular, and gastrointestinal systems per appendix D in 1926.58.
- The employer provided, and review was made of the OSHA standards and its appendices, the employer's description of this employee's duties as they relate to employee's exposure, the employee's representative or anticipated exposure level, the personal protective and respiratory equipment to be utilized by the employee and information from previous medical examinations of the affected employee that is not otherwise available to the physician.
- A physical examination with emphasis upon the pulmonary, cardiovascular and gastrointestinal systems.
- The pulmonary function tests of forced vital capacity (FVC) and forced expiratory volume at one second (FEV 1) in accordance with NIOSH and ATS standards conducted by the physician or a graduate of a training course in spirometry sponsored by an appropriate academic or professional institution.
- Indicate did the doctor decide that an x-ray was required yes or no and was one done yes or no .
- A chest roentgenogram, posterior-anterior, 14x17 inches or current film on file with interpretation, classification, and documentation in accordance with 29 CFR 1926.58 Appendix E. Note: According to 29 CFR 1926.58(M)(2)(ii)(C), it is up to the discretion of the physician whether or not a chest X-ray is required.
- The physician informed employee of the results of the exam and of any medical conditions that may result from asbestos exposure including increased risk of lung cancer attributable to the combined effect of smoking and asbestos exposure.
- The employee has been found medically qualified to wear and use the respirators as provided by the employer.

Unless otherwise noted below, this evaluation indicates that there are no detected medical conditions that would place the employee at an increased risk of material health impairment from exposure to asbestos, and there are no recommended limitations on the employee concerning the wearing or the use of personal protective equipment or respirators. The employee is able to work safely in environments capable of producing heat stress.

Comments or limitations, if any: _____

Is a follow-up examination prior to the next annual exam required yes no.

DAVID M. LYMAN David M Ly 95-287 505-842-5151
 Physician's Name Physician's Signature Physician's License # Telephone Number

801 Encino Pl NE E-12 Albuquerque NM 87102
 Street Address City State Zip Code

I hereby certify that I have been informed by the physician of the results of my medical examination and of any medical conditions that may result from asbestos exposure.

Reydesel Bejarano 7/8/03
 Employee Signature Date



STATE OF NEW MEXICO
COMMERCE AND INDUSTRY DEPARTMENT
CONSTRUCTION INDUSTRIES DIVISION

Ted West

Signature of Contractor

4200 Broadway, SE
 Alb., NM 87102

Address

PERMANENT LICENSE NO. 25003

THIS IS TO CERTIFY THAT SOUTHWEST ABATEMENT, INC. HAS COMPLIED WITH ALL THE REQUIREMENTS OF THE LAW AND IS HEREBY LICENSED AS A CONTRACTOR, TO OPERATE UNDER THE CLASSIFICATIONS OF:

GS-5, GB-98

TO PERFORM AN AGGREGATE DOLLAR-AMOUNT OF CONTRACTS OF \$100,000+

GIVEN UNDER MY HAND AND THE SEAL OF THE CONSTRUCTION INDUSTRIES DIVISION AT SANTA FE, NEW MEXICO, THIS 23rd DAY OF December, 1985

(ATTACH CURRENT CARD)

STATE OF NEW MEXICO
 REGULATION AND LICENSING DEPARTMENT

CONSTRUCTION INDUSTRIES DIVISION

LICENSE NO: 025003 EXP. DATE: 12/31/99
 \$ LIMIT PER PERMIT/CONTRACT: 1000000+

SOUTHWEST ABATEMENT, INC.

4200 BROADWAY SE
 ALBUQUERQUE NM 87102

QUALIFYING PARTIES AND CLASSIFICATIONS:
 WEST, TADDIE D.

GB98 GS05 GS29

David R. Steh
 Director

NOTE: THIS CERTIFICATE IS NOW AND SHALL REMAIN THE PROPERTY OF THE CONSTRUCTION INDUSTRIES DIVISION AND SHALL BE SURRENDERED AT ANY TIME UPON DEMAND. THIS LICENSE IS NOT TRANSFERABLE.
 CHAPTER 199, SESSION LAWS, 1967 REGULAR SESSION.

Tad West
Signature of Qualifying Party



No. CQ 035608

STATE OF NEW MEXICO

CERTIFICATE OF QUALIFICATION

TO ALL WHOM IT MAY CONCERN:

THIS IS TO CERTIFY THAT TAD WEST QUALIFYING FOR Southwest Abatement, Inc.
HAS PASSED THE EXAMINATION FOR GS-29 Asbestos removal only

AS SET UP BY THE CONSTRUCTION INDUSTRIES DIVISION AS AUTHORIZED
BY THE TWENTY-EIGHTH LEGISLATURE OF THE STATE OF NEW MEXICO

GIVEN UNDER MY HAND AND THE SEAL OF THE CONSTRUCTION INDUSTRIES DIVISION
OF NEW MEXICO THIS 3rd DAY OF APRIL, 19 87

Robert R. Gordon
Director

IMPORTANT: THIS CERTIFICATE MUST BE SURRENDERED TO THE CONSTRUCTION INDUSTRIES DIVISION
WHEN THE QUALIFYING PARTY IS NO LONGER ASSOCIATED WITH THE CONTRACTOR
NAMED ABOVE.

Solid Waste Hauler Registration



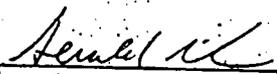
Southwest Abatement

has met the requirements of the Solid Waste Management Regulations
for operation of Special Waste Hauler

State of New Mexico Environment Department

000057




Gerald Silva, Bureau Chief, Solid Waste Bureau

May 8, 1991
Date

RESPIRATOR QUALITATIVE FIT TEST LOG

Date	Worker's Name	Tested By	Type of Respirator	Size	RAN MAS	Owner's Rep. Or Hygienist	Protocol Qualitative
10/29/03	Adame, Juan	Eliseo Ortega	½ Mask	Large	MSA	<u>Eliseo Ortega</u>	
10/29/03	Aragon, Juan	Eliseo Ortega	½ Mask	Large	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Bailon, Felix	Eliseo Ortega	½ Mask	Large	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Bejarano, Reydesel	Eliseo Ortega	½ Mask	Large	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Billings, Ron	Eliseo Ortega	½ Mask	Medium	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Bonilla, Ever	Eliseo Ortega	½ Mask	Large	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Bonilla, Hugo	Elisio Ortega	½ Mask	Large	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Bonilla, Jose	Eliseo Ortega	½ Mask	Medium	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Brooks, Brian	Eliseo Ortega	½ Mask	Medium	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Campos, Arturo	Eliseo Ortega	½ Mask	Large	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Enriquez, Emmanuel	Eliseo Ortega	½ Mask	Large	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Gomez, Rene	Eliseo Ortega	½ Mask	Medium	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Gonzales, Debra	Eliseo Ortega	½ Mask	Medium	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Hinkle, Calob	Eliseo Ortega	½ Mask	Large	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Livingston, Rayford	Eliseo Ortega	½ Mask	Large	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Maestas, Lucas	Eliseo Ortega	½ Mask	Large	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Medina, Anthony	Eliseo Ortega	½ Mask	Medium	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Mendoza, Alberto	Eliseo Ortega	½ Mask	Medium	North	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Miller, Travis	Eliseo Ortega	½ Mask	Medium	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Ortega, Eliseo	Felix Bailon	½ Mask	Large	MSA	<u>Felix Bailon</u>	Qualitative
10/29/3	Ruiz, Joel	Eliseo Ortega	½ Mask	Large	MSA	<u>Eliseo Ortega</u>	Qualitative
10/29/03	Sampson, Sam	Eliseo Ortega	½ Mask	Large	MSA	<u>Eliseo Ortega</u>	Qualitative
1029/03	Stanley, Floratino	Eliseo Ortega	½ Mask	Large	MSA	<u>Eliseo Ortega</u>	Qualitative

Date	Worker's Name	Tested By	Type of Respirator	Size	RAN MAS	Owner's Rep. Or Hygienist	Protocol Qualitative
1029/03	Tafoya, Miguel	Eliseo Ortega	½ Mask	Medium	MSA	<i>Eliseo Ortega</i>	Qualitative
10/29/03	Trujillo, Ernest	Eliseo Ortega	½ Mask	Medium	MSA	<i>Eliseo Ortega</i>	Qualitative
10/29/03	Valedon, Jose	Eliseo Ortega	½ Mask	Large	MSA	<i>Eliseo Ortega</i>	Qualitative
10/29/03	Vallejos, Dominic	Eliseo Ortega	½ Mask	Medium	MSA	<i>Eliseo Ortega</i>	Qualitative
10/29/03	Ward, Warren	Eliseo Ortega	½ Mask	Large	MSA	<i>Eliseo Ortega</i>	Qualitative
1029/03	Rufus Yazzie	Eliseo Ortega	½ Mask	Medium	MSA	<i>Eliseo Ortega</i>	Qualitative
							Qualitative
							Qualitative
							Qualitative
							Qualitative

SOUTHWEST ABATEMENT, INC.
ENVIRONMENTAL RECONDITIONING, INC.

DAILY REPORT FORM

PROJECT NAME: Pipe Abatement Monument NM

TODAY'S DATE: 5/18/04

PROJECT #: 04AP-6024-2551

SUN MON TUE WED THU FRI SAT

LOCATION: NM Hwy 8 Appx. 2.7 Miles South of Monument

START DATE: 05/18/04

DATE: _____

COMP. DATE: 05/19/04

TOTAL MEN TODAY: 6

TOTAL MAN HOURS TO DATE: 21

WORK LOCATION: _____

WORK ACTIVITIES PERFORMED TODAY: 6:30 at Job Site

6:45 Did walk through scope of work with

Lucy E Archambault fr. R.HSP. Began ACM Removal

T&E at 7:00 AM, Started Cutting pipe, wraps (13)

Debris Bags (11) finished every thing by 10:00 AM.

~~Had~~ also Hand to wait for dumpster and Backhoe to load up Pipe.

RESP. EQUIP. IN USE: NONE POWERED AIR AIR PURIFIED SUPPLIED AIR

AIR SAMPLES COLLECTED: NONE PERSONAL WORK AREA OUTSIDE WORK AREA

VENTILATOR EXHAUST FINAL 30 MIN EXCURSION

VALIDATION _____
OWNER'S REP OR INSPECTOR

SOUTHWEST ABATEMENT, INC.
ENVIRONMENTAL RECONDITIONING, INC.

SOUTHWEST ABATEMENT, INC.

ENVIRONMENTAL RECONDITIONING, INC.

PROJECT NAME: Pipe Abatement Monument NM

PROJECT NUMBER: 04AP-6024-2551

By signing your name below, you acknowledge that you are aware that an asbestos abatement project is being undertaken on this location.

You are aware and/or have been informed of the dangers of breathing asbestos fibers and recognize that it is up to you to be in compliance with all applicable laws and regulations, specifically, 20 CFR Part 1926.58 (OSHA worker protection standards for construction) and 40 CFR Part 763, subpart G (EPA asbestos worker protection standards for public employees). Before entering the regulated area, you have been offered personal safety protection equipment by the project supervisor and are properly trained to use this equipment.

SITE VISITOR LOG

DATE	VISITOR NAME	ORGANIZATION	IN	OUT	ESCORTED BY
5/18/04	Amy Archambault	R&S PEC	645 AM	1145 AM	
5/18/04	Robert Cueto	ROBERT & SONS	840 AM	930	

CONTAINMENT VISITOR LOG

DATE	VISITOR NAME	ORGANIZATION	IN	OUT	ESCORTED BY

CITY OF ALAMOGORDO

1376 EAST 9TH STREET
ALAMOGORDO, NEW MEXICO 88310-6795
(505) 439-4355

WASTE MANIFEST for
SHIPMENT OF ASBESTOS WASTE to
OTERO/LINCOLN COUNTY
REGIONAL LANDFILL
Located 23 Miles South on Highway 54
from Alamogordo, New Mexico

TRACKING NO.: 025-84139-001

All applicable blanks MUST BE COMPLETED, including signatures.

PART I GENERATOR

A generator must sign and keep a copy of each manifest signed in accordance with CFR 40 262.23 (a-1) and retain a hand signed copy from the designated facility which received the waste. In accordance with CFR 40 262.40, this manifest must remain on file for a period of three years. Only HAND SIGNED copies are legal documents for generators.

PROJECT NAME: Jamar Project
ADDRESS: Highway 8
CITY/STATE/ZIP: Monument, NM
PHONE: 505-476-3486

GENERATOR NAME: NM ENERGY MINERALS & NATURAL RESOURCES DEPT. JIMMIE T. COOPER DIVISION
ADDRESS: 1220 S. St Francis Dr
CITY/STATE/ZIP: Santa Fe, NM 87505
PHONE: 505-476-3486

Lucy E. Archambault
Name of Authorized Agent

LUCY E. ARCHAMBAULT
Signature

05/18/04
Date Received

PART II CONTRACTOR

NAME OF CONTRACTOR: Southwest Abatement, Inc.
ADDRESS: 4609 Kinney SE
CITY/STATE/ZIP: Albuquerque, NM 87105 PHONE: 505-873-2967
RQ Hazardous Substance, Solid, N.O.S., ORM-E,
NA 2212, (ASBESTOS)

RESPONSIBLE AGENCIES:
NM EID Air Quality Bureau
2048 Galisteo
Santa Fe, NM 87505

DOT Code of Federal Regulations
The CFR 49 of Transportation Regulations for asbestos are as follows:
171.2, 171.3, 172.10, 172.101, 172.205, 173.1090, 173.1300 and CFR 40-260,
261, 262.22 (60 Part III), 61.

Friable _____
Non-Friable _____
Blue, Brown(2212) _____
White(2590) _____
Bags _____
Barrels _____
Weight _____
Cu.Yds. 10 YDS

CERTIFICATION

"I hereby declare that the contents of this consignment are fully and accurately described above by proper shipping name and are classified, packaged and labeled, and are in all respects in proper condition for transport by highway according to applicable international and government regulations and are not a hazardous waste as defined by CFR 40, Part 261."

SPECIAL HANDLING INSTRUCTIONS AND ADDITIONAL INFORMATION: _____

Eliseo Ortega
Name of Authorized Agent

Eliseo Ortega
Signature

5/18/04
Date Received

PART III TRANSPORTER

NAME OF TRANSPORTER #1: Southwest Abatement, Inc. PERMIT#: 000057
ADDRESS: 4609 Kinney SE TRUCK #: _____
CITY/STATE/ZIP: Albuquerque, NM 87105 PHONE: 505-873-2967

NAME OF TRANSPORTER #2: _____ PERMIT #: _____
ADDRESS: _____ TRUCK #: _____
CITY/STATE/ZIP: _____ PHONE: _____

The following statement must be signed by the truck driver prior to unloading at the OTERO/LINCOLN COUNTY REGIONAL LANDFILL facility: "I certify that no other material has been placed in this truck since the container(s) described in Part I of the form was/were loaded."

SIGNATURE OF TRANSPORTER #1: Joe Sanchez DATE: 5/18/04
SIGNATURE OF TRANSPORTER #2: _____ DATE: _____

PART IV DISPOSAL SITE OFFICIAL

This is to certify that the OTERO/LINCOLN COUNTY REGIONAL LANDFILL, Operating under USEPA Permit No. 84607 has been approved for the disposal of Asbestos Waste, has received the above indicated waste (except for noted discrepancies) and has disposed of it as follows:

DISCREPANCY EXPLANATION:
Cell #: 46 Cell Grid #: 33-40 Depth From: 0 To: 5
Johnny M. [Signature] 6/3/04
Authorized Signature Date Received

Responsible Agency:
NM Environment Dept.
-Air Control Bureau
2048 Galisteo
Santa Fe, NM 87505
(505) 827-1494

MANIFEST NO.: 4071

ATTACHMENT 3

ASBESTOS ABATEMENT FIELD NOTES



PROJECT NAME: LAMAR PROJECT-RESERVOIR DATE 05 18 04

PROJECT NUMBER: 1494-1.0 PAGE 1 of 1

LOCATION: 2.7 mi South of monument, NM

DESCRIPTION OF DAILY ACTIVITIES AND EVENTS (PROVIDE NECESSARY SKETCHES):

ONSITE-CREW WA. DKS 6:45 off-site 1:45 Travel Mon 12-9:15
called Cueto for backhoe on available to travel Tues 1:45-8:15
be on site 1-2 hrs 696 miles total

Out before bag when washbasin cleaning up chunks loose on ground. Felix Bailon, Reynard Bejarano, Jose v. Benilla-Soto, Roberto P. Mendoza

Chaining small pipe sections to torch into smaller lengths for bagging - put spec in plan for work handling material manifest. Eliseo Ortega - crew chief, Joel Ruiz

Cleaning ground of chunks & soil below press as well. 025-84139-001 ash wrap under glass w/ bl. Short run here

Dumpster arrived 8:35 DUMPSTER PICK-UP SCHEDULED 11:30
waiting for backhoe to lift pipe into dumpster 1:25 pick up
all small sections w/ tagged. Jose Sanchez Driver

all large chunks placed. Picked up & tagged
Backhoe on site 8:40 (Robert Cueto) Pipe loaded into dumpster DUMPSTER SEALED
CREW OFFSITE 9:45

WEATHER CONDITIONS: off site 1:50 pm	LAST NIGHT	VISITORS ON SITE: Backhoe off 9:30 Jimmy Toledo - moving junked pipe away from pipe area
TEMPERATURE RANGE: to °F	°F	
PRECIPITATION: inches of	inches	
WIND: to M.P.H.		TELEPHONE CALLS (PROVIDE RECORD OF CONVERSATIONS):

- ATTACHMENTS:
- 475 Indian School rd N.E. (505) 394-2931 - Cueto - backhoe
Site 5. 6:45 on site
 - 300
 - 87 110-3927 6. 8:35 on backhoe - should be here with call

LEA PERSONNEL ON SITE: Lucy Archambault

PREPARED BY: Lucy E. Archambault DATE: 5/18/04

RECEIVED BY: Lucy E. Archambault DATE: 5/18/04

ATTACHMENT 4

ABATEMENT ACTIVITY PHOTOGRAPHS



Preparing for abatement.



Initial gathering of loose insulation materials.



Preparing the area to remove insulation from an elbow that will be cut.



Cleaned elbow ready for cutting.



Cutting one of the smaller pipes.



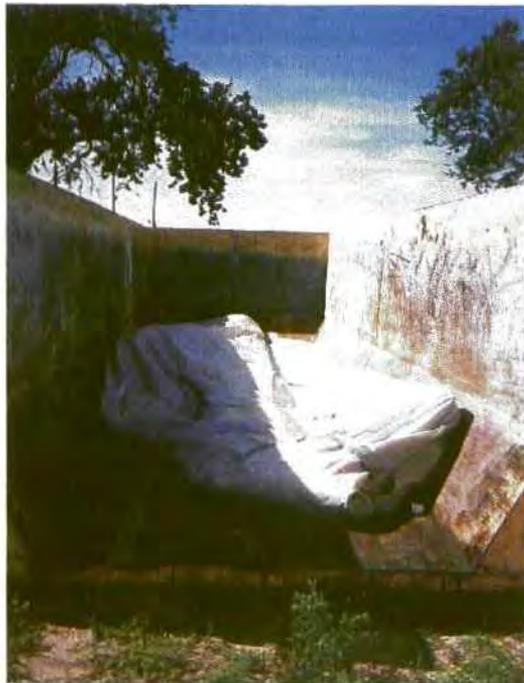
Pipe laid on polyethylene to be wrapped and sealed.



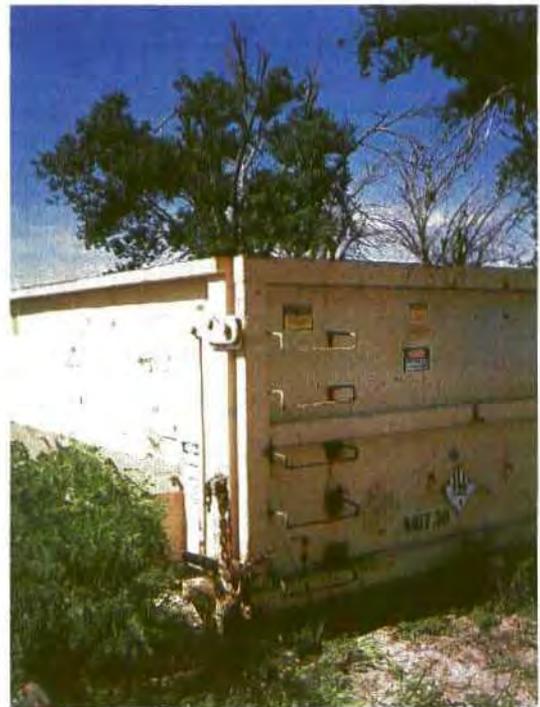
Pipe wrapped and being sealed. The sprayer (arrow) contains water to wet the asbestos when it is being removed.



View of the dumpster with bags loaded and pipe being loaded



View of waste sealed in the polyethylene liner of the dumpster.



View of the closed and secured dumpster



View of the travel cover being put in place over the dumpster



View of one of the four placards placed on the dumpster.



View of the placarded vehicle ready to leave the site



View of the dumpster being transported off site.



View of the pipe area after abatement was completed.

3824 Jet Drive, P.O. Box 725
Rapid City, South Dakota 57709-0725
Phone: 605.394.6400 • Fax: 605.394.6456

4775 Indian School Road NE, Suite 300
Albuquerque, New Mexico 87110-3927
Phone: 505.268.2661 • Fax: 505.268.0040

1600 University Avenue, Suite 311
St. Paul, Minnesota 55104-3825
Phone: 651.649.0400 • Fax: 651.649.0600

1601 North Harrison Avenue, Suite 2B
Pierre, South Dakota 57501-2312
Phone: 605.224.0990 • Fax: 605.224.2763

302 North Canal, Suite C, P.O. Box 2261
Carlsbad, New Mexico 88221-2261
Phone: 505.885.1583 • Fax: 505.885.9329



An Integrated Consulting and Services Company

<http://www.respec.com>



An Integrated Consulting and Services Company

RSI(ALO)-1494/6-04/1

4775 Indian School Road NE, Suite 300
Albuquerque, New Mexico 87110-3927
Phone: 505.268.2661 Fax: 505.268.0040

<http://www.respec.com>

RECEIVED

JUN 03 2004

OIL CONSERVATION
DIVISION

June 1, 2004

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

Dear Ms. Kieling:

Re: JAMAR Oil Processing Site in Monument, New Mexico

As discussed in our telephone conversation on May 3, 2004, a change in site conditions was encountered during cleanup operations at the above-referenced site. Two of the tanks, with an originally estimated capacity of 250 barrels each, were found to be buried tanks that had much larger volumes. Each tank was found to have had a false concrete floor. After each tank was thoroughly cleaned and inerted, the concrete flooring was broken out. When the concrete flooring was removed, it was found that the easternmost tank extended below surface grade an additional eight (8) feet and had a 550-barrel total capacity, and the westernmost tank was found to extend an additional twelve (12) feet below surface grade and had a 1,200-barrel total capacity. The space below the false floor of each tank was found to contain contaminated oilfield waste. All necessary equipment and personnel were mobilized to the site for removal of tanks and proper disposal of fluids and solids as outlined in the original OCD scope of work implemented by RESPEC.

At present, RESPEC is operating under the original purchase order issued and is diligently monitoring costs to meet the original estimates. However, per our phone conversation, it is RESPEC's understanding that a change order will be allowed if this expanded scope of work should exceed the original purchase order amount.

(Continued on page 2)

Please acknowledge your acceptance of this understanding with your signature below and return the letter by fax (505.268.0040) or U.S. Mail. If you have any questions, please contact me at 505.268.2661 as soon as possible.

Sincerely,



Dave Henard
Environmental Division Manager

Accepted:



Martyne Kieling
Project Manager
State of New Mexico, Oil Conservation Div.

DAH:pas

cc: Mr. Tom Zeller, RESPEC
Mr. Angus Robb, RESPEC
Project Central File 1494 — Category C



An Integrated Consulting and Services Company

4775 Indian School Road NE, Suite 300
Albuquerque, New Mexico 87110-3927
Phone: 505.268.2661 Fax: 505.268.0040<http://www.respec.com>

March 18, 2004

RECEIVED
MAR 18 2004
Environmental Bureau
Oil Conservation DivisionMs. Martyne J. Kieling
New Mexico Oil Conservation Division
1220 South St. Francis Drive
Santa Fe, New Mexico 87505

Dear Ms. Kieling:

**Re: Work Plan for Phase I Investigation and Remediation at the JMAR Inc.
Former Oil Processing Plant Located in Lea County, New Mexico**

RESPEC is pleased to submit the following work plan and cost estimate for the above-referenced site. All work will be conducted in accordance with all pertinent state and federal regulations. A professional geologist will have direct supervisory control over the project. A minimum of 96 hours' advance notice will be given to the Oil Conservation Division (OCD) project manager prior to the start of work.

RESPEC personnel visited the site on February 24, 2004 in order to assess site conditions. On site were OCD representative Ms Martyne Kieling, NMED representative Mr. Sabino Riviera, and landowner Mr. Jimmy Cooper. RESPEC was represented by Mr. Dave Henard and Mr. Jorge Armstrong. The site visit included a review of job specifications and projected work implementation. An exception to the scope of work was noted when suspected asbestos-coated piping was discovered on the ground. The sampling and abatement of approximately 200 linear feet of piping is included as a task outlined below.

The scope of work is organized into the following tasks:

- Task 1 Prepare work plan.
- Task 2 Contact One-Call and map all buried pipelines and electrical hazards on site.
- Task 3 Locate all water supply wells within ¼ mile radius of property.
- Task 4 Prepare health and safety plan.
- Task 5 Remove and dispose of tank contents (solids and fluids).
- Task 6 Perform NORM survey.

- Task 7 Demolish and remove 14 tanks with shear for recycling.

- Task 8 Survey site to evaluate by sample analysis all surface trash; and remove all piping, equipment, tanks, and trash for off-site disposal or recycling, using OCD RCRA Class D landfills where required.
- Task 9 Define the vertical and horizontal extent of contamination beneath tank footprints and tank bottom piles.
- Task 10 Confirm the presence of asbestos by sample analysis.
- Task 11 Perform asbestos abatement as necessary.
- Task 12 Excavate for evaluation one known location and other suspected locations of buried trash and debris.
- Task 13 Access on site water wells (4 suspected ground water wells) and sample for water quality analysis.
- Task 14 Drill and complete six (6) ground water monitoring wells, borings/wells location to be determined by Project Geologist and OCD project manager.
- Task 15 Prepare and submit a Phase I Investigation Report—a detailed report of all findings and associated costs for remedial action and site restoration.

TASK 1 - PREPARE WORK PLAN

This task involves the preparation of the work plan, cost estimates, site reconnaissance, interaction with all subcontractors and the OCD project manager.

TASK 2 - CONTACT ONE-CALL AND MAP ALL BURIED PIPELINES AND ELECTRICAL HAZARDS ON SITE

RESPEC will contact the New Mexico One Call System in order to locate, mark, and map all buried pipelines and utilities at the site. A One Call log will be maintained and updated as required.

TASK 3 - LOCATE WATER SUPPLY WELLS

A walking survey will be performed to discover any water supply wells located within a ¼ mile radius of the site. In addition, Earth Data Resources (EDR) and the New Mexico State Engineer's Office will be used to determine where water supply wells may exist in the area.

TASK 4 - PREPARE HEALTH AND SAFETY PLAN

A site-specific health and safety plan (HASP) will be completed before fieldwork commences. The HASP will include, but not be limited to, the following: a site information summary, a list of key personnel on site and their responsibilities, a list of

site hazards, emergency information, a job hazard assessment, and procedures for decontamination and disposal, employee training, and emergencies.

TASK 5 - REMOVE AND DISPOSE OF TANK CONTENTS

All fluids and solids will be removed from fourteen (14) aboveground storage tanks (ASTs) located on site. The tanks range in size from 210-barrel to 500-barrel capacity. Key Energy Services will provide a hot oil unit, trans-vac units, and all appurtenances for removal and disposal of tank contents. All fluids and solids will be disposed at OCD-permitted facilities. Key Energy Services will then triple-rinse all tanks to an inert state for removal and recycling. All triple-rinse fluids will be transported and disposed of at an OCD-permitted facility. The RESPEC project manager will oversee operations and track all transport disposal manifests and disposal certifications. A final report will include all operational procedures and criteria for transport and disposal. This phase of the operation is estimated to take eight (8) days.

TASK 6 - PERFORM NORM SURVEY

RESPEC will perform a naturally occurring radioactive materials (NORM) survey of all pipes, tanks, and miscellaneous equipment prior to disposal/recycling. This task will be ongoing throughout the demolition and disposal activities at the site. All empty tanks will be inspected and surveyed internally prior to demolition and externally before disposal/recycling. A registered NORM surveyor will perform the survey in accordance with 19.15.9.714 NMAC and 20.3.14 NMAC.

TASK 7 - DEMOLISH AND REMOVE 14 TANKS

All fourteen (14) tanks will be removed and recycled from the site. Hobbs Iron Works will provide a shear for on-site crushing and all necessary transporting of material to their location in Hobbs, New Mexico. In addition, Hobbs Iron Works will remove and recycle other iron and metal objects from the site. The RESPEC project manager will oversee operations, including tank testing to assure that tanks are inert, and will provide tank death certificates. A final report will include all operational procedures and transport and disposal criteria. This phase of the operation is estimated to take five (5) days.

TASK 8 - SURVEY SITE AND REMOVE PIPING, ETC.

RESPEC will evaluate all equipment and trash and perform sample analyses as required to determine any environmental impact or the need for any special handling. Non-hazardous or non-regulated trash and debris will be separated and placed in rolloff bins for disposal at the Lea County Landfill. Any testing that is required prior to

disposal will be performed, with all laboratory expenses billed to a separate purchase agreement between Trace Analysis or Pinnacle Laboratory and the OCD. It should also be noted that all piping and other miscellaneous items will be staged for the NORM survey prior to removal from the site.

Confirmed hazardous or regulated material will be disposed of or recycled per OCD requirements, which may include the use of RCRA Class D landfills. The RESPEC project manager will oversee testing and evaluation of trash and debris and proper disposal. This oversight will extend to manifests and certifications. A final report will include all operational procedures, testing analysis results, and criteria for recycling and disposal. This phase of the operation is estimated to take ten (10) days.

TASK 9 - DEFINE THE VERTICAL AND HORIZONTAL EXTENT OF CONTAMINATION

The horizontal and vertical extent of soil contamination beneath the tank footprints and tank bottom piles will be determined by trenching with a backhoe. Field personnel will evaluate, describe, and record lithology, odor, and all other observations pertinent to the geology of the site and contamination under and surrounding the ASTs. Grab samples will be field screened for total ionizable vapor concentrations with a photoionization detector (PID) unit in a manner consistent with the NMED Soil/Water Sampling and Disposal Guidelines (NMED, 2000). All results will be recorded in a field notebook.

Samples will be collected from each trench (both the sidewall and bottom). The soil samples will be submitted to the laboratory (Trace Analysis or Pinnacle) for analysis by EPA Method 8021 (BTEX), Method 418.1 (TPH) and Method 300 (chloride), utilizing extraction techniques consistent with the NMED Soil/Water Sampling and Disposal Guidelines (NMED, 2000). All proper chain-of-custody procedures will be followed.

All open trenches will be backfilled and compacted when the soil sampling has been completed.

The RESPEC project geologist will oversee testing and evaluation of the trenching operation. A final report will include the definition of the vertical and horizontal extent of contamination, quantities of contaminated material, and recommendations and costs of remedial action. This phase of the operation is estimated to take fourteen (14) days.

TASK 10 - CONFIRM THE PRESENCE OF ASBESTOS BY SAMPLE ANALYSIS

RESPEC will provide personnel certified in asbestos detection and removal to do a sitewide evaluation of suspected asbestos-containing material. Confirmation samples will be collected for laboratory analysis of suspected asbestos-containing material. The February 24, 2004 site visit revealed some highly suspected asbestos-coated piping and

two hundred (200) linear feet of somewhat suspected asbestos coated piping. The piping varied in diameter from two (2) inches to twelve (12) inches. Confirmation samples will be taken for all suspected pipe coatings. A final report will include all findings and analysis reports with recommendations for further abatement with its associated costs. This phase of the operation is estimated to take five (5) days.

TASK 11 - PERFORM ASBESTOS ABATEMENT AS NECESSARY

Asbestos abatement will be implemented for the suspected two hundred (200) linear feet of asbestos-coated piping. Southwest Hazardous Control will properly contain, remove, and dispose of asbestos material to a certified disposal site. RESPEC will oversee the operation for proper handling, transport manifest, and disposal certification. A final report will include procedures implemented, manifests, and disposal certifications for removal operation. This phase of the operation is estimated to take six (6) days.

TASK 12 - EXCAVATE KNOWN AND SUSPECTED LOCATIONS OF BURIED TRASH AND DEBRIS

A buried trash pit will be investigated by excavating perpendicular to three sides of the known pit. The size, depth, and suspected contamination will be evaluated during this procedure. Field testing will be confirmed by laboratory analysis of soils encountered. The RESPEC project geologist will oversee the operation for sampling, trash/debris description, field testing, volume calculations, and definition of the vertical and horizontal extent of the pit and any contamination. A final report will include procedures implemented, extent of trash and contamination, and cost estimates for remedial action and disposal. This phase of the operation is estimated to take four (4) days.

TASK 13 - ACCESS ON-SITE WATER WELLS AND SAMPLE FOR WATER QUALITY ANALYSIS

RESPEC will investigate the accessibility of four (4) existing water wells. The wells will be used to determine water depth measurements, well development, and sampling for water quality. The condition and accessibility of each well will be used to determine the locations of six (6) new soil borings and ground water monitoring wells. RESPEC will report all findings to the OCD project manager for determining new well locations. A final report will include all findings and procedures used for well access and monitoring. This phase of the operation is estimated to take two (2) days.

TASK 14 - DRILL AND COMPLETE SIX (6) GROUND WATER MONITORING WELLS

Six (6) soil borings will be drilled and completed as ground water monitoring wells two inches in diameter and with an estimated water depth of 20-35 feet below ground surface. Each boring will be continuously cored, and samples will be collected at five-foot intervals for field screening and laboratory analysis (two per boring). Spectrum Drilling will provide a CME-75 hollow-stem auger drilling rig for boring and well completion. Monitoring wells will be surveyed for USGS elevations at top of casing to determine the magnitude and direction of the ground water gradient. The RESPEC project geologist will oversee all work and field description of lithology, field screening of cores (PID and chloride), well development, laboratory sample preservation and chain of custody, and well completion procedures. A final report will include all findings, procedures, and ground water impact if any. This phase of the operation is estimated to take eight (8) days.

TASK 15 - PREPARE AND SUBMIT A PHASE I INVESTIGATION REPORT

Following completion of fieldwork, a Phase I Investigation Report will be prepared and submitted to the OCD project manager. The report will include, but not be limited to the following:

- A site map showing all buried pipelines, electrical hazards, and monitor well locations.
- The NORM survey results.
- The volume of material removed from the tanks, manifests, the name of the disposal/reclamation company used, and the volume of recoverable hydrocarbons retrieved.
- The name of the facility used for tank reclamation or scrap iron recycling.
- The volume/weight of trash removed and the disposal/recycling company used.
- A tabulation of all analytical data gathered during the investigation.
- A map, or maps, with cross sections showing the locations, depths, and concentrations of the remaining soil contamination.
- The Phase II remediation techniques and recommendations pursuant to, Section 7, Parts A, B and C of the scope of work.
- An estimate of the volume and cost per cubic yard to remove and dispose of contaminated soil from the tank footprints and tank bottom piles.
- An estimate of the volume and cost per cubic yard to remove and dispose of trash pit materials and associated contaminants from the trash pit area.
- An estimate of the volume and cost per cubic yard to bring clean backfill to the site; then mound, compact, and fill the excavations

ASSUMPTIONS

- Excavation areas will be free of underground utilities.
- Excavated areas will be finished with backfill.
- Access to the site will be during normal working hours.
- Trenching under tanks or overflow will be limited to one trench across the diameter of each tank/overflow to a depth of 2.5 feet and will be completed in one working day. Additional trenching will be available on a contingency basis.
- All waste at the site is considered exempt oil field waste. If, during the course of the investigation, the waste becomes classified as non-exempt, additional testing (TCLP and RCI to acquire a C-138 Oil Commission Permit) and disposal fees will be required.
- All laboratory fees will be billed under a separate price agreement between the OCD and the laboratories.

INSURANCE

RESPEC maintains at its own expense the following insurance plans in dollar amounts equal to or greater than those of the services to be performed under the terms of this work plan:

- Workers' compensation insurance--statutory.
- Employer's liability insurance of \$500,000 per occurrence, \$1,000,000 aggregate.
- Comprehensive general liability insurance of \$1,000,000 per occurrence, \$1,000,000 aggregate.
- Vehicle liability insurance of \$500,000 per occurrence (property damage and bodily injury combined).

Within twenty (20) working days of the contract signing, RESPEC will provide the owner/operator (O/O) with a certificate of insurance naming the O/O as the certificate holder.

Respectfully submitted by:



Dave Henard
Manager, Environmental Division

DAH:pas

Enclosure

TASK 1

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	6	\$75.00	Hour	\$450.00	Principal
*0002	10	\$70.00	Hour	\$700.00	Senior Scientist
*0003	10	\$63.00	Hour	\$630.00	Project Manager/Certified Scientist
*0009	8	\$40.00	Hour	\$320.00	Administrator
*0010	4	\$30.00	Hour	\$120.00	Secretary
*0042	600	\$0.32	Mile	\$192.00	Personal Vehicle Mileage

TOTAL \$2,412.00

TASK 2

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0003	4	\$63.00	Hour	\$252.00	Project Manager/Certified Scientist

TOTAL \$252.00

TASK 3

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0004	8	\$50.00	Hour	\$400.00	Staff Scientist
*0005	16	\$36.00	Hour	\$576.00	Field Technician II
*0040	200	\$0.05	Each	\$10.00	Copies
*0042	200	\$0.32	Mile	\$64.00	Personal Vehicle Mileage
NA				\$150.00	EDR Report

TOTAL \$1,200.00

TASK 4

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	2	\$75.00	Hour	\$150.00	Principal
*0002	4	\$70.00	Hour	\$280.00	Senior Scientist
*0003	4	\$63.00	Hour	\$252.00	Project Manager/Certified Scientist
*0040		\$0.05	Each	\$0.00	Copies
*0042		\$0.32	Mile	\$0.00	Personal Vehicle Mileage

TOTAL \$682.00

TASK 5

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	8	\$75.00	Hour	\$600.00	Principal
*0002		\$70.00	Hour	\$0.00	Senior Scientist
*0003	96	\$63.00	Hour	\$6,048.00	Project Manager/Certified Scientist
*0042	1000	\$0.32	Mile	\$320.00	Personal Vehicle Mileage
*0043	8	\$65.00	Each	\$520.00	Per Diem/Overnight
N/A	15000	\$0.40	bbl	\$6,000.00	Disposal of Contaminated Fluids (recycle)
N/A	96	\$70.00	Hour	\$6,720.00	Key Services Labor w/ Supervisor
N/A	64	\$74.00	Hour	\$4,736.00	Transportation of Contaminated Fluids
N/A	64	\$74.00	Hour	\$4,736.00	Transportation of Contaminated Solids
N/A	96	\$74.00	Hour	\$7,104.00	Vacuum/Jet Truck
N/A	96	\$60.00	Hour	\$5,760.00	Water Truck for Vacuum/Jet Truck
N/A	96	\$78.00	Hour	\$7,488.00	Hot Oil Truck
NA	24	\$78.00	Hour	\$1,872.00	Transvac/Decon

TOTAL \$51,904.00

TASK 6

N/A	40	\$100.00	Hour	\$4,000.00	NORM Survey
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TOTAL \$4,000.00

TASK 7

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0002	36	\$70.00	Hour	\$2,520.00	Senior Scientist
*0003	36	\$63.00	Hour	\$2,268.00	Project Manager/Certified Scientist
*0043	3	\$65.00	Each	\$195.00	Per Diem/Overnight
N/A	5000	\$0.50	bbl	\$2,500.00	Shear
N/A	5000	\$0.50	bbl	\$2,500.00	Disposal/Recycling Tank & Pipe
N/A	5000	\$0.50	bbl	\$2,500.00	Transport of Tank and Pipe

TOTAL \$12,483.00

TASK 8

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0002	16	\$70.00	Hour	\$1,120.00	Senior Scientist
*0003	80	\$63.00	Hour	\$5,040.00	Project Manager/Certified Scientist
*0005	80	\$36.00	Hour	\$2,880.00	Field Technician II
*0027	10	\$180.00	Day	\$1,800.00	Backhoe 3
*0042	800	\$0.32	Mile	\$256.00	Personal Vehicle Mileage
*0043	20	\$65.00	Each	\$1,300.00	Per Diem/Overnight
N/A	40	\$60.00	Hour	\$2,400.00	Disposal of Misc. Trash
N/A		\$50.00	Hour	\$0.00	Transportation of Misc. Trash
N/A	5	\$400.00	Each	\$2,000.00	Delivery of Roll-off Containers

TOTAL \$16,796.00

TASK 9

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0004	140	\$50.00	Hour	\$7,000.00	Staff Scientist
*0005	140	\$36.00	Hour	\$5,040.00	Field Technician II
*0027	14	\$180.00	Day	\$2,520.00	Backhoe 3
*0042	800	\$0.32	Mile	\$256.00	Personal Vehicle Mileage
*0043	28	\$65.00	Each	\$1,820.00	Per Diem/Overnight
N/A	1000	\$15.25	Yd	\$15,250.00	Disposal of Contaminated Soil
N/A	12	\$75.00	Day	\$900.00	Chloride Field Sample Kit
N/A	12	\$75.00	Day	\$900.00	TPH Field Sample Kit

TOTAL \$33,686.00

TASK 10

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0002	10	\$70.00	Hour	\$700.00	Senior Scientist
*0003	50	\$63.00	Hour	\$3,150.00	Project Manager/Certified Scientist
*0042	800	\$0.32	Mile	\$256.00	Personal Vehicle Mileage
*0043	5	\$65.00	Each	\$325.00	Per Diem/Overnight

TOTAL \$4,431.00

TASK 11

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0003	40	\$63.00	Hour	\$2,520.00	Project Manager/Certified Scientist
	200	\$68.00	Foot	\$13,600.00	Asbestos Abatement

TOTAL \$16,120.00

TASK 12

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0003	10	\$63.00	Hour	\$630.00	Project Manager/Certified Scientist
*0004	30	\$50.00	Hour	\$1,500.00	Staff Scientist
*0005	40	\$36.00	Hour	\$1,440.00	Field Technician II
*0027	4	\$180.00	Day	\$720.00	Backhoe 3

TOTAL \$4,290.00

TASK 13

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0005	20	\$36.00	Hour	\$720.00	Field Technician II
*0013	2	\$5.00	Each	\$10.00	Water Quality Meter
*0019	2	\$5.00	Each	\$10.00	Fluid Detector
*0042	800	\$0.32	Mile	\$256.00	Personal Vehicle Mileage
*0043	2	\$65.00	Each	\$130.00	Per Diem/Overnight

TOTAL \$1,126.00

TASK 14

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0002	10	\$70.00	Hour	\$700.00	Senior Scientist
*0003	20	\$63.00	Hour	\$1,260.00	Project Manager/Certified Scientist
*0004	80	\$50.00	Hour	\$4,000.00	Staff Scientist
*0013	8	\$5.00	Each	\$40.00	Water Quality Meter
*0017				\$200.00	Expendable Field Equipment
*0019	8	\$5.00	Each	\$40.00	Fluid Detector
*0021	8	\$5.00	Day	\$40.00	PID
*0031	210	\$1.50	Foot	\$315.00	2" blank PVC, 10 ft sections
*0033	90	\$2.70	Foot	\$243.00	2" screen, 10 ft sections
*0035	100	\$8.29	Each	\$829.00	Filter Pack Sand per 100# sack
*0037	10	\$7.00	Each	\$70.00	Bentonite Chips per 50# sack
*0038	6	\$50.00	Each	\$300.00	8" Manhole (well vault)
*0042	800	\$0.32	Mile	\$256.00	Personal Vehicle Mileage
*0043	8	\$65.00	Each	\$520.00	Per Diem/Overnight
*0046	32	\$80.00	Each	\$2,560.00	Site Surveying
*0047	800	\$1.50	Mile	\$1,200.00	Mobe/Demobe: Drill Rig (Medium duty)
*0048	300	\$15.00	Foot	\$4,500.00	Hollow-Stem Auger Drilling Services (S-M)
*0051	300	\$21.00	Foot	\$6,300.00	Coring
*0053	10	\$50.00	Day	\$500.00	Pick up Truck -
*0054	7	\$50.00	Day	\$350.00	Steam cleaner
*0058	6	\$8.00	Each	\$48.00	2" Locking J-Plug
*0060	5	\$50.00	Day	\$250.00	Peristaltic Pump

TOTAL \$24,521.00

TASK 15

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	10	\$75.00	Hour	\$750.00	Principal
*0002	30	\$70.00	Hour	\$2,100.00	Senior Scientist
*0003	40	\$63.00	Hour	\$2,520.00	Project Manager/Certified Scientist
*0007	10	\$35.00	Hour	\$350.00	Draftsperson II
*0009	4	\$40.00	Hour	\$160.00	Administrator
*0010	4	\$30.00	Hour	\$120.00	Secretary
*0040	500	\$0.05	Each	\$25.00	Copies

TOTAL \$6,025.00

GRAND TOTAL \$179,928.00

COST ESTIMATE -
Oil Processing & Jamar Inc., Monument, NM

Vendor No. 5187719
PA Number: 40-805-09-18283

RESPEC Inc.
Commodity Code: 72002 66074

LN	QTY	RATE	UNIT	COST	DESCRIPTION
*0001	29	\$75.00	Hour	\$2,175.00	Principal
*0002	116	\$70.00	Hour	\$8,120.00	Senior Scientist
*0003	390	\$63.00	Hour	\$24,570.00	Project Manager/Certified Scientist
*0004	258	\$50.00	Hour	\$12,900.00	Staff Scientist
*0005	296	\$36.00	Hour	\$10,656.00	Field Technician II
*0006	0	\$31.00	Hour	\$0.00	Field Technician I
*0007	10	\$35.00	Hour	\$350.00	Draftsperson II
*0008		\$25.00	Hour	\$0.00	Draftsperson I
*0009	12	\$40.00	Hour	\$480.00	Administrator
*0010	8	\$30.00	Hour	\$240.00	Secretary
*0012	10	\$5.00	Each	\$50.00	Combination - Exposimeter
*0013	10	\$5.00	Each	\$50.00	Water Quality Meter
*0017				\$0.00	Expendable Field Equipment
*0019	10	\$5.00	Each	\$50.00	Fluid Detector
*0020	10	\$5.00	Each	\$50.00	Interface Probe
*0021	10	\$5.00	Day	\$50.00	PID
*0025		\$120.00	Day	\$0.00	Backhoe 1
*0026		\$157.00	Day	\$0.00	Backhoe 2
*0027	28	\$180.00	Day	\$5,040.00	Backhoe 3
*0028		\$350.00	Day	\$0.00	Trackhoe 1
*0029		\$450.00	Day	\$0.00	Trackhoe 2
*0031	210	\$1.50	Foot	\$315.00	2" blank PVC, 10 ft sections
*0033	90	\$2.70	Foot	\$243.00	2" screen, 10 ft sections
*0035	100	\$8.29	Each	\$829.00	Filter Pack Sand per 100# sack
*0036		\$46.75	Each	\$0.00	Bentonite pellets per 50# sack
*0037	10	\$7.00	Each	\$70.00	Bentonite Chips per 50# sack
*0038	6	\$50.00	Each	\$300.00	8" Manhole (well vault)
*0040	1000	\$0.05	Each	\$50.00	Copies
*0042	5800	\$0.32	Mile	\$1,856.00	Personal Vehicle Mileage
*0043	74	\$65.00	Each	\$4,810.00	Per Diem/Overnight
*0046	32	\$80.00	Each	\$2,560.00	Site Surveying
*0047	800	\$1.50	Mile	\$1,200.00	Mobe/Demobe: Drill Rig (Medium duty)
*0048	300	\$15.00	Foot	\$4,500.00	Hollow-Stem Auger Drilling Services (S-M)
*0049		\$19.00	Foot	\$0.00	Hollow-Stem Auger Drilling Services (L)
*0050		\$170.00	Hour	\$0.00	Air Rotary Drill Rig
*0051	300	\$21.00	Foot	\$6,300.00	Coring
*0052		\$50.00	Day	\$0.00	Water Truck -
*0053	10	\$50.00	Day	\$500.00	Pick up Truck -
*0054	7	\$50.00	Day	\$350.00	Steam cleaner
*0058	6	\$8.00	Each	\$48.00	2" Locking J-Plug
*0060	5	\$50.00	Day	\$250.00	Peristaltic Pump
N/A	5000	\$0.50	bbl	\$2,500.00	Shear
N/A	5000	\$0.50	bbl	\$2,500.00	Disposal/Recycling Tank & Pipe
N/A	5000	\$0.50	bbl	\$2,500.00	Transport of Tank and Pipe
N/A	40	\$60.00	Hour	\$2,400.00	Disposal of Misc. Trash
N/A		\$50.00	Hour	\$0.00	Transportation of Misc. Trash
N/A	15000	\$0.40	bbl	\$6,000.00	Disposal of Contaminated Fluids (recycle)
N/A	64	\$74.00	Hour	\$4,736.00	Transportation of Contaminated Fluids
N/A	1000	\$15.25	Yd	\$15,250.00	Disposal of Contaminated Soil
N/A	64	\$74.00	Hour	\$4,736.00	Transportation of Contaminated Solids
N/A	5	\$400.00	Each	\$2,000.00	Delivery of Roll-off Containers
N/A		\$16.00	Yd	\$0.00	Clean Backfill (including transportation)
N/A	40	\$100.00	Hour	\$4,000.00	NORM Survey
N/A	96	\$70.00	Hour	\$6,720.00	Key Services Labor w/ Supervisor
N/A	96	\$74.00	Hour	\$7,104.00	Vacuum/Jet Truck
N/A	96	\$60.00	Hour	\$5,760.00	Water Truck for Vacuum/Jet Truck
N/A	96	\$78.00	Hour	\$7,488.00	Hot Oil Truck
NA	24	\$78.00	Hour	\$1,872.00	Transvac/Decon
	200	\$68.00	Foot	\$13,600.00	Asbestos Abatement
N/A	12	\$75.00	Day	\$900.00	Chloride Field Sample Kit
N/A	12	\$75.00	Day	\$900.00	TPH Field Sample Kit

TOTAL \$179,928.00 (a) + 0.058125 (NMGRT) = **\$190,386.32**

NOTE: LABORATORY COSTS ARE NOT INCLUDED

Proposed Work Schedule for Phase I Investigation and Remediation at the Former JAMAR Inc. Processing Plant

ID	Task Name	Duration	April 2004																																									
			Mar 15, '04							Mar 22, '04							Mar 29, '04							Apr 5, '04							Apr 12, '04							Apr 19, '04						
			W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S		
1	Work Plan Preparation	1 wk	Work Plan Preparation							RESPEC																																		
2	One Call; Locate Buried Utilities	40 days																																										
3	Locate Water Supply Wells (1/4 mile)	2 days																																										
4	Health and Safety Plan Prep	5 days																																										
5	Remove and Dispose of Tank Contents	8 days																																										
6	NORM Survey	40 days																																										
7	Demolish and Remove 14 Tanks	5 days																																										
8	Survey and Remove all Surface Trash	10 days																																										
9	Tank Footprint Investigation	14 days																																										
10	Confirm Asbestos Presence	5 days																																										
11	Perform Asbestos Abatement	6 days																																										
12	Excavate Buried Trash Pits	4 days																																										
13	Sample 4 Water Wells On-site	2 days																																										
14	Drill and Complete 6 Monitoring Wells	8 days																																										
15	Prepare Phase 1 Investigation Report	7 days																																										

3824 Jet Drive, P.O. Box 725
Rapid City, South Dakota 57709-0725
Phone: 605.394.6400 • Fax: 605.394.6456

4775 Indian School Road NE, Suite 300
Albuquerque, New Mexico 87110-3927
Phone: 505.268.2661 • Fax: 505.268.0040

1600 University Avenue, Suite 311
St. Paul, Minnesota 55104-3825
Phone: 651.649.0400 • Fax: 651.649.0600

1601 North Harrison Avenue, Suite 2B
Pierre, South Dakota 57501-2312
Phone: 605.224.0990 • Fax: 605.224.2763

302 North Canal, Suite C, P.O. Box 2261
Carlsbad, New Mexico 88221-2261
Phone: 505.885.1583 • Fax: 505.885.9329



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SCOPE OF WORK

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

**PHASE I INVESTIGATION AND REMEDIATION OF
OIL PROCESSING, INC. AND JAMAR, INC. TREATING PLANTS
LEA COUNTY, NEW MEXICO**

February 18, 2004

SCOPE OF WORK
PHASE I INVESTIGATION AND REMEDIATION OF
OIL PROCESSING, INC. AND JAMAR, INC. TREATING PLANTS
LEA COUNTY, NEW MEXICO

I. INTRODUCTION

A. PURPOSE

The State of New Mexico Oil Conservation Division of the Energy, Minerals and Natural Resources Department (OCD) is conducting a Phase I investigation and cleanup at the Oil Processing, Inc. and Jamar, Inc. former treating plants. The New Mexico State Highway and Transportation Department, Site Maintenance & Monitoring, Purchase Agreement contract number 40-805-09-18283 will be used on this job.

B. SUMMARY

The contractor shall perform the work necessary to conduct a Phase I surface remediation and investigation to determine the extent of surface and subsurface soil contamination and depth to and analysis of groundwater. The contractor shall remove tank fluids and solids, tanks, pipe, equipment and trash. The contractor shall also compile volume and cost estimates with regards to the soil and subsurface contamination and prepare a cost effective Phase II cleanup and ground water investigation proposal that can be implemented at this location. The Oil Processing and Jamar Treating Plants are located in the **NE/4 SE/4 and SE/4 SE/4 of Section 8, Township 20 South, Range 37 East, NMPM, Lea County, New Mexico** (Attachment 1 and 2).

C. PROCUREMENT MANAGER

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

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

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

D. BACK GROUND INFORMATION

Oil Processing, Inc. is an abandoned oil treating plant that reclaimed oilfield hydrocarbons from July 1979 to February 1986. In December of 1986 the OCD revoked Order R-6056 that had originally given Oil Processing, Inc. authorization to operate (Attachments 3, 4, 5 and 6). In September 1987 Jamar, Inc. received Order R-8507, authorization to operate a

similar facility at the same location. The last record of correspondence shows that the treating plant was still operating in September of 1990. The OCD Revoked Order R-8507 in August of 2003. In April of 2003 the OCD obtained an access agreement from the surface owner of record, Jimmie T. and Betty B. Cooper (Attachment 1).

The facility is located 2.7 miles south of Monument, New Mexico and currently contains numerous tanks, equipment, and trash (Attachments 7, 8, and 9). When comparing the 1986 photos, field map and 1987 cleanup plan to the photos and field map from 2003 there appears to be some things that were either removed or buried. The OCD has attempted to note the former tank foot prints, waste piles and pits in Attachment 10.

Jimmie T. Cooper, the surface landowner of record, expressed to me that he purchased some tanks and equipment at a Sheriff's sale. He has requested that his tanks and equipment be left in place (Attachment 11 and 12). Along with this equipment the OCD will also leave behind the building/shed on the west side of the facility, the windmill pump shed, and the small shack to the west of the three high welded 500 bbl tanks will be left, however the chemicals drums and containers within the shed will be removed (Attachment 12 map).

Impact to ground water from this site is currently not known. Depth to ground water is estimated between 20 and 35 feet. Ground water has been tested and has shown that Chloride is between 796 mg/l and 3650 mg/l, total petroleum hydrocarbon is 5.86 mg/l and total dissolved solids is 2352 mg/l. This information is from testing performed in 1988 and 1989. The OCD recommends that the contract vendor visit the site prior to submitting an estimate. The following table lists the major items located at the site and the estimated volume.

E. ATTACHMENTS

1. Access agreement and surface owner map.
2. November 1997 air photo with treating plant approximate location outlined in red.
3. March 13, 1987 OCD cleanup plan (Items may not have been done).
4. May 13, 1986 site inspection photos.
5. May 13, 1986 site inspection map.
6. May 13, 1986 inventory list.
7. February 18, 2003 site inspection photos.
8. February 18, 2003 site inspection map.
9. June 13, 2003 site inspection photos.
10. Site map with notations of items that have been removed or buried and proposed monitor well locations.
11. List of items purchased by Jimmie Cooper.
12. Map of items not included in this cleanup.

II. TECHNICAL SPECIFICATIONS

The contractor shall:

1. Locate all water wells within ¼ mile of the property.
2. Perform a One-Call and map the buried pipelines and electrical hazards on site.
3. Perform a NORM survey of the site using a New Mexico Environment Department (NMED) certified surveyor. For additional help contact the NMED Radiation Control Bureau at <http://www.nmenv.state.nm.us/nmrcb/home.html>. The NORM survey will include all hydrocarbon waste piles, tanks, heaters, treaters, and pipes.
4. Sample insulation on tanks and pipe to be removed and submit for laboratory asbestos analysis.
5. Perform a site survey to check for batteries, mercury meters or other equipment, drums or trash that may need special handling or disposal. If applicable sample the waste material and have appropriate analysis performed. Remove and dispose of all trash items associated with the treating plant. This will include barrels, buckets, batteries, pipe, electrical meters, fencing, lumber and other trash items. Recycle as much of the material as possible. The trash must be sent to an OCD-approved facility that can include RCRA Class D landfills. Please refer to OCD Rule 712. All materials must be disposed/recycled in accordance with the rules of the OCD. *All samples taken during Phase I of the investigation will be sent to one of the laboratories currently covered by a separate purchase agreement with the OCD (Pinnacle Laboratories or Trace Analysis).*
6. Remove material within the tanks for recycling. If the tanks are reusable or recyclable, pressure wash the tanks and recycle them. The material, wash water and tanks must be sent to an OCD-approved facility and must be disposed/recycled in accordance with the rules of the OCD.
7. Investigate the accessibility of the water wells located at the site for sample collection. These wells include an abandoned water well, a windmill and two additional water wells east north east of the site. Based on the accessibility of these wells for bailing and sampling a determination will be made as to the placement of six (6) monitor wells. If accessible the ground water from the existing water wells 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.
8. Investigate extent of total petroleum hydrocarbons (TPH), benzene, toluene, ethylbenzene, xylene (BTEX), and chloride beneath the facility area. Six (6) bore

holes will be drilled at the site (Attachment 10). The location of these wells is dependent upon the accessibility and condition of the existing water wells. Samples will be collected at 5-foot intervals and tested using the following field test methods. Field photo ionization detector (PID) measurements will be used as a screening tool as well as a field titration for chloride or other similar field method chloride. A minimum of two samples from the highest PID sample locations and the highest chloride sample location will be sent for laboratory analysis to confirm the concentration and extent of TPH, BTEX and chloride. *All samples taken during Phase I of the investigation will be sent to one of the laboratories currently covered by a separate purchase agreement with the OCD (Pinnacle Laboratories or Trace Analysis).*

9. Complete the boreholes as 2-inch ground water monitor wells (Attachment 10). Ground water is estimated to be approximately 20 to 35 feet bgs. Base the bid on a total of 300 feet of well bore. The well completion shall 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.
10. Sample the ground water no less than 24 hours after the well is developed. The ground water from the monitor wells 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.
11. Investigate nature and extent of contamination below the tank foot prints.
 - a. Investigate the vertical and horizontal extent of contamination beneath the tank foot prints by trenching along the former tank areas (Attachment 10). Field photo ionization detector (PID) measurement, field titration for chloride, and

TPH field tests will be used as screening tools. Each trench should be field tested in the areas of highest visual contamination in the bottom of the trench and sidewalls. Samples with the highest bottom and sidewall field readings will be sent for laboratory TPH and chloride analysis. Estimate 5 laboratory samples per trench. Back fill open trenches when finished.

- b. Estimate the volume and cost per cubic yard to remove the contaminated soil based on the trenching and sample analysis. Contaminated soil must be sent to an OCD-approved landfarm for reclamation. OCD Surface Impoundment Closure Guidelines indicate that cleanup levels for this site would be 100 ppm TPH, 50 ppm BTEX, 10 ppm benzene and 250 ppm chloride.
12. Investigate nature and extent of a buried trash pit along the east side of the 20'x36' concrete pad.
 - a. Investigate the extent of contamination of the trash pit by trenching perpendicular to three sides of the pit (Attachment 10). Field photo ionization detector (PID) measurement, field titration for chloride, and TPH field tests will be used as screening tools. Each trench should be field tested in the areas of highest visual contamination in the bottom of the trench and sidewalls. Samples with the highest bottom and sidewall field readings will be sent for laboratory TPH and chloride analysis. Estimate 5 laboratory samples per trench. Back fill open trenches when finished.
 - b. Estimate the volume and cost per cubic yard to remove the trash pit material and surrounding contamination based on the trenching and sample analysis. Trash must be sent to an OCD-approved facility for disposal.
13. Investigate nature and extent of the contamination around any tank bottom piles or any former tank bottom pile locations (Attachment 4; Photos 3, 5, and 6).
 - a. Investigate the extent of contamination around the tank bottom piles or former pile areas by trenching (Attachment 4; Photos 3, 5, and 6). Field photo ionization detector (PID) measurement, field titration for chloride, and TPH field tests will be used as screening tools. Each trench should be field tested in the areas of highest visual contamination in the bottom of the trench and sidewalls. Samples with the highest bottom and sidewall field readings will be sent for laboratory TPH and chloride analysis. Estimate 5 laboratory samples per trench. Back fill open trenches when finished.
 - b. Estimate the volume and cost per cubic yard to remove the tank bottom pile material and surrounding contamination based on the trenching and sample analysis. Tank bottoms must be sent to an OCD-approved facility for disposal.

14. Estimate cost per cubic yard to back haul clean soil from the landfarm facility or other source.
15. Estimate the volume of clean soil required to fill, compact and mound the site excavations based on the estimate of excavation sizes of item 11, 12 and 13.
16. Prepare and submit a final report detailing items 1-15. The report must include the nature of the waste remaining, the estimated volumes of contaminated material, the estimated depth of the contamination, the soil and groundwater analysis, and maps detailing the results. The report shall propose future investigation and remediation scenarios including but not limited to dig/haul and onsite composting please include the estimated costs for each scenario.

III. SCHEDULE

A. INITIATION OF WORK

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

B. REPORT SUBMISSION

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

IV. MERGER

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

V. IMPLEMENTAION PLAN AND ESTIMATE

- A. Provide information regarding how you plan to implement the scope of work along with a cost estimate by March 18, 2004. For each item in the estimate, reference the corresponding individual line item from the contract. If there are additional items that do not fall under any line item please list the item as "at cost". Any items billed at cost must be supported with receipts at time of invoicing. Please note that the New Mexico Gross Receipts Tax does apply. The rates listed in the table below are those listed in the Purchase Agreement 40-805-09-18283 for Vendor 5) Respec, Inc.

ITEM NO.	UNITS	RATE	UNIT	COST	DESCRIPTION
*0001		\$75.00	Hour	\$0.00	Principal
*0002		\$70.00	Hour	\$0.00	Senior Scientist
*0003		\$63.00	Hour	\$0.00	Project Manager/Certified Scientist
*0004		\$50.00	Hour	\$0.00	Staff Scientist
*0005		\$36.00	Hour	\$0.00	Field Technician II
*0006		\$31.00	Hour	\$0.00	Field Technician I
*0007		\$35.00	Hour	\$0.00	Draftsperson II
*0008		\$25.00	Hour	\$0.00	Draftsperson I
*0009		\$32.00	Hour	\$0.00	Administrator
*0010		\$30.00	Hour	\$0.00	Secretary
*0011		\$20.00	Hour	\$0.00	Clerk
*0012		\$5.00	Day	\$0.00	Combination -Exposimeter/Oxygen/CO/SO2
*0013		\$5.00	Day	\$0.00	Combination -Water Quality Meter
*0014		\$5.00	Day	\$0.00	Meter (water)
*0015		\$5.00	Day	\$0.00	EC Meter
*0016		\$5.00	Day	\$0.00	EH Meter
*0017		0% discount		MFR price	Expendable Field Equipment
*0018		\$5.00	Day	\$0.00	Explosimeter
*0019		\$5.00	Day	\$0.00	Fluid Level Detector
*0020		\$5.00	Day	\$0.00	Interface Probe
*0021		\$5.00	Day	\$0.00	OVM PID/FID
*0022		\$5.00	Day	\$0.00	Oxygen Meter
*0023		\$5.00	Day	\$0.00	PH Meter
*0024		\$5.00	Day	\$0.00	Anemometer, Portable Non-Recording
*0025		\$120.00	Day	\$0.00	Backhoe 1 Light
*0026		\$157.00	Day	\$0.00	Backhoe 2 Medium
*0027		\$180.00	Day	\$0.00	Backhoe 2 Heavy
*0028		\$350.00	Day	\$0.00	Trackhoe 1 Light
*0029		\$450.00	Day	\$0.00	Trackhoe 2 Medium
*0030		\$600.00	Day	\$0.00	Trackhoe 3 Heavy
*0031		\$14.80	10 Feet	\$0.00	2" blank PVC, 10 ft sections
*0033		\$27.00	10 Feet	\$0.00	2" screen, 10 ft sections
*0035		\$8.29	Each	\$0.00	Filter Pack Sand per 100# sack
*0036		\$27.00	Each	\$0.00	Bentonite pellets per 50# bucket
*0037		\$7.00	Each	\$0.00	Bentonite Chips per 50# sack
*0038		\$50.00	Each	\$0.00	8" well vault
*0040		\$0.05	Each	\$0.00	Copies each/page
*0041		\$0.10	Each	\$0.00	Fax transmission each/page
*0042		\$0.32	Mile	\$0.00	Personal Vehicle Mileage
*0043		\$65.00	Each	\$0.00	Per Diem/Overnight
*0044		\$100.00	50 gal/bbl	\$0.00	Disposal of Contaminated Fluids
*0045		\$100.00	50 gal/bbl	\$0.00	Disposal of Contaminated Soils
*0046		\$80.00	Hour	\$0.00	Site Surveying
*0047		\$1.50	Mile	\$0.00	Mobilization Medium Drill Rig
*0048		\$15.00	Foot	\$0.00	Hollow-Stem Auger Small to Med Rig

*0049		\$19.00	Foot	\$0.00	Hollow-Stem Auger Large Rig
*0050		\$150.00	Hour	\$0.00	Air Rotary
*0051		\$21.00	Foot	\$0.00	Coring
*0052		\$50.00	Day	\$0.00	Water Truck -
*0053		\$50.00	Day	\$0.00	Pick up Truck -
*0054		\$80.00	Day	\$0.00	Steam cleaner -
*0055		\$120.00	Hour	\$0.00	Hourly
*0056		at cost - 0%	%	\$0.00	System Service Charge
*0057		\$100.00	Day	\$0.00	Level B Protection Suit per Worker
*0058		\$8.00	Each	\$0.00	Locking Cap 2 inch diameter
*0060		\$50.00	Day	\$0.00	Peristaltic Pump with 3/8 inch tubing
*0061		\$40.00	Hour	\$0.00	Lab Technician (physical analysis)
at cost			Day	\$0.00	Shear
at cost			Ton	\$0.00	Disposal/Recycling of Tank & Pipe
at cost			Hour	\$0.00	Transport of Tank & Pipe
at cost			Ton	\$0.00	Disposal of Miscellaneous Trash
at cost			Hour	\$0.00	Transportation of Miscellaneous Trash
at cost			bbl	\$0.00	Disposal of Contaminated Fluids (recycle)
at cost			Hour	\$0.00	Transport of Contaminated Fluids
at cost			cy	\$0.00	Disposal of Contaminated Solids/Soils
at cost			Hour	\$0.00	Transport of Contaminated Solids/Soils
at cost			Each	\$0.00	Delivery of Roll-off containers
at cost			cy	\$0.00	Clean Soil for solidifying sludge or backfill
at cost			Hour	\$0.00	NORM Survey
at cost			Hour	\$0.00	Vacuum/Jet Truck
at cost			Hour	\$0.00	Water Truck for Vacuum/Jet Truck
at cost			Hour	\$0.00	Hot Oil Truck
TOTAL					(a) \$

SUB - TOTAL				(a) \$
NMGRT				% \$
TOTAL				(b) \$

VI. APPROVAL

Respec, Inc. _____ Date: _____, 2004

TEMPORARY GRANT OF EASEMENT

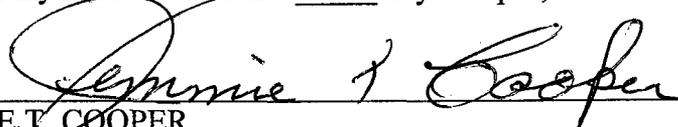
JIMMIE T. COOPER and BETTY B. COOPER, husband and wife, P.O. Box 55, Monument, New Mexico, 88265, for consideration, grant to the NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES ("EMNRD") and its OIL CONSERVATION DIVISION, their agents, employees and contractors, a temporary and limited easement in, to, upon and over all that portion of the following described real estate in Lea County, New Mexico, together with reasonable access thereto:

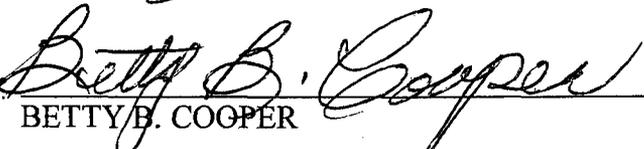
The southeast quarter (SE/4) of Section 8, Township 20 South (T. 20 S.), Range 37 East (R. 37 E.), N.M.P.M., Lea County, New Mexico

Subject to reservations, restrictions and easements appearing of record.

Said easement is given for the purpose of conducting an investigation and remediation of contamination believed to exist at the site of the abandoned Oil Processing, Inc. Treating Plant located on the property described herein, which investigation may include drilling, constructing and maintaining upon the premises a monitor well or wells with which the Oil Conservation Division will use to assess and monitor contaminants believed to exist below the surface, routine visits to the site, ingress and egress to the site, sampling and inspecting the aforementioned monitor wells following initial construction, excavation of the property to investigate the nature and extent of contaminants believed to exist, construction of temporary roadways to facilitate any necessary investigation and remediation, excavation of the site to remove and/or remediate any contamination found, and other activities inherent in the aforesaid investigation and remediation. Said easement shall terminate when the Division files a notice that it has concluded its investigation and remediation activities at the site.

Witness my hand and seal this 3 day of April, 2003.


JIMMIE T. COOPER


BETTY B. COOPER

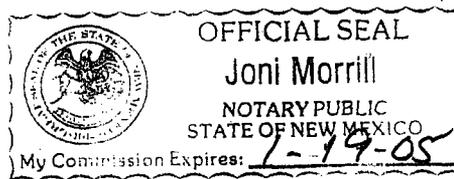
ACKNOWLEDGEMENTS

STATE OF NEW MEXICO)
)
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 3 day of April, 2003, by
JIMMIE T. COOPER

Joni Morrill
Notary Public

My commission expires:

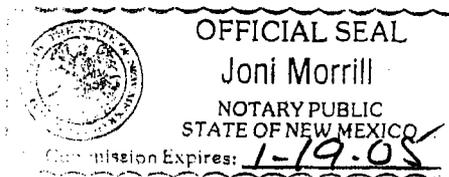


STATE OF NEW MEXICO)
)
COUNTY OF LEA)

The foregoing instrument was acknowledged before me this 3 day of April, 2003, by
BETTY B. COOPER

Joni Morrill
Notary Public

My commission expires:



5
6
7
8
9
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11
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rd

6

5



G.F. Sims

U.S.A.

B. 900 P. 407
8-21-98

Martha L. Williams
REV. TR.

U.S.A.

James

Dellis (Dell)
Barber, et-
al. (Life
estate)

8



1-27-93

Jimmie T. Cooper, et ux. Betty B.
J. T.

U.S.A.

U.S.A.

Eott
Energy
Pipeline

1-27-93

Jimmie T. Cooper, et ux. Betty B.
J. T.

State

ix Betty B.
J. T.

18

17

Eott Energy Pipeline

FAS 1218
ST. 8
B. 464 P. 169

ATTACHMENT 2

Oil Processing / Jamar Treating Plant

Approximate location of the treating plants outlined in red.

Air Photo Image November 1997





STATE OF NEW MEXICO

Attachment 3

ENERGY AND MINERALS DEPARTMENT

OIL CONSERVATION DIVISION

HOBBS DISTRICT OFFICE

GARREY CARRUTHERS
GOVERNOR

MEMORANDUM TO: Jeff Taylor

FROM: Jerry Sexton
Supervisor, District I

DATE: March 13, 1987

POST OFFICE BOX 1980
HOBBS, NEW MEXICO 88241-1980
(505) 393-6161

OIL PROCESSING TREATING PLANT - MONUMENT, NEW MEXICO

RE: Cleanup of treating plant area by State of New Mexico
with recovered bond

Work to be done:

- 1) Concrete slab (12 X 20) to be removed. Dig up and haul to approved site.
- 2) Remove piles of oily dirt and parafin; to be spread on lease roads and bladed or hauled to site approved by OCD.
- 3) Removal of oily parafin held in buried tanks. Will remove top four or five feet, fill with sand, and push sides in on tank area. Removed material will be hauled to an approved dump site.
- 4) Cleanup and remove all debris from area; trash, barrels, junk, etc., and dispose into approved site.
- 5) Scrape and haul from oily areas; material can be used to work into road surface.
- 6) Fill and level all pits and holes on location using caliche and sand from location.

All tanks on location are property of Rancher and will not be removed.



Photo 1. Operations on the south side of the road. 1-250 bbl insulated tank, 2-250 bbl buried tanks, 3-500 bbl foam insulated tanks Looking southwest. (This photo was taken before the cat walks were removed.)



Photo 2. South side 7-500 bbl tanks insulated. Concrete footing frame. Looking northwest. (This photo was taken after the catwalks were removed.)



Photo 3. South side. Trash pit on the east side of 36'x20' concrete pad. Note the steel plate box set in the pit. Contaminated soil piles southwest of concrete slab. Looking southwest.



Photo 4. 2-250 bbl tanks, and 1-250 bbl foam insulated tank. Looking east.



Photo 5. Contaminated soil piles. Looking west southwest.



Photo 6. Contaminated soil piles. Looking east northeast. Steel plate box buried on east side of the 36'x20' concrete pad. Drums stored east of the 50x30' concrete slab.



Photo 7. North side from left to right two tanks and vertical treater, office building, enclosed lact unit, 14-250 to 750 bbl bolted and welded tanks and foam insulated tanks, 1- fractank, windmill tower, Looking northwest.

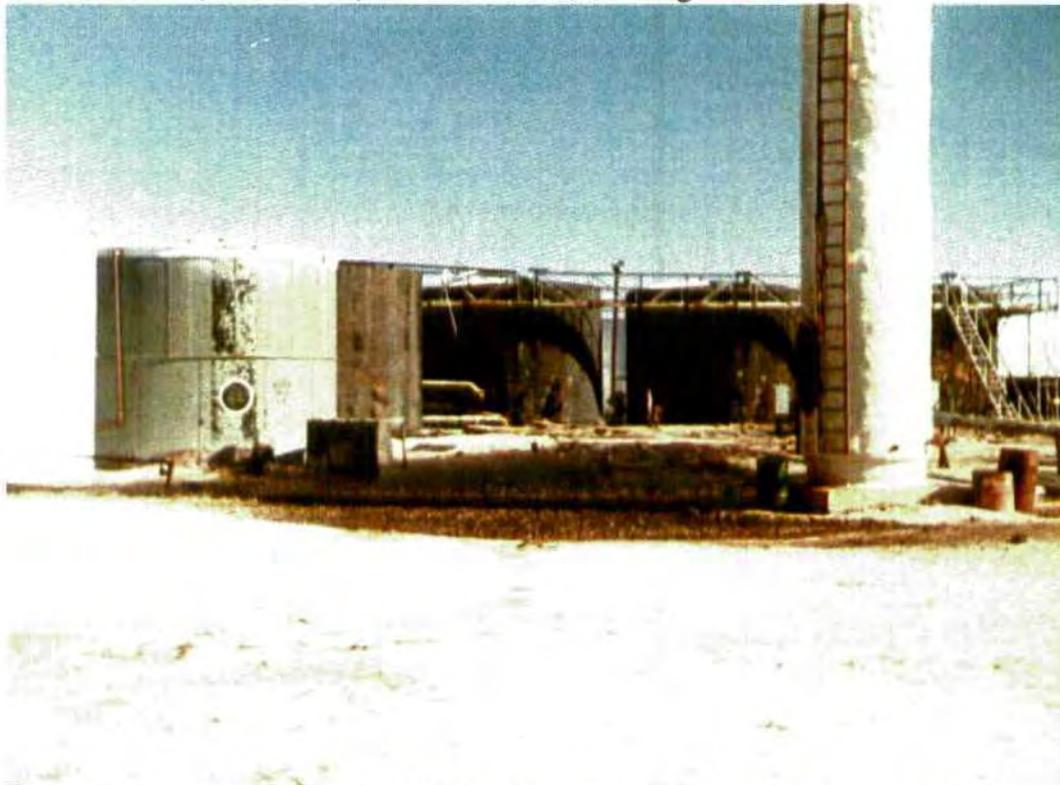


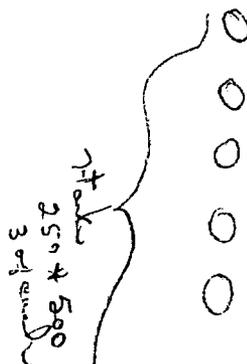
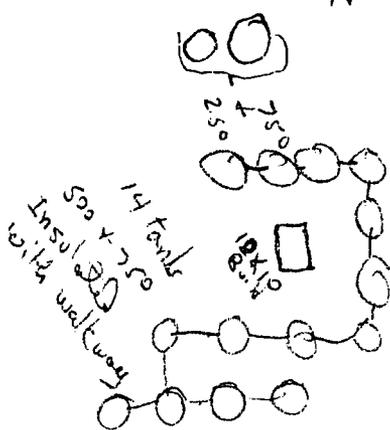
Photo 8. Two tanks and 4-750 bbl insulated tanks, 4'x20' foot treater and oil saturated ground. Looking north.

Oil Processing

5-13-86

N

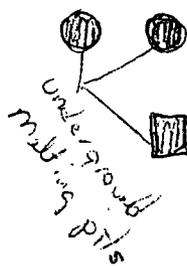
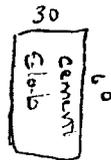
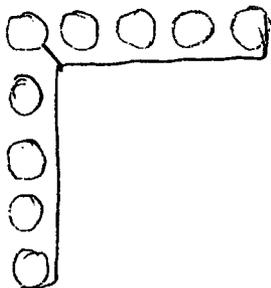
4x20
Junk
assorted Junk



3

Roth Areas Cover approx 5 to 7 acres

9-500
tanks



Pile of oil dirt

5 tanks, 1000, 2000, 3000, 4000, 5000, 6000, 7000, 8000, 9000, 10000, 11000, 12000, 13000, 14000, 15000, 16000, 17000, 18000, 19000, 20000, 21000, 22000, 23000, 24000, 25000, 26000, 27000, 28000, 29000, 30000, 31000, 32000, 33000, 34000, 35000, 36000, 37000, 38000, 39000, 40000, 41000, 42000, 43000, 44000, 45000, 46000, 47000, 48000, 49000, 50000, 51000, 52000, 53000, 54000, 55000, 56000, 57000, 58000, 59000, 60000, 61000, 62000, 63000, 64000, 65000, 66000, 67000, 68000, 69000, 70000, 71000, 72000, 73000, 74000, 75000, 76000, 77000, 78000, 79000, 80000, 81000, 82000, 83000, 84000, 85000, 86000, 87000, 88000, 89000, 90000, 91000, 92000, 93000, 94000, 95000, 96000, 97000, 98000, 99000, 100000

Assorted Junk

4

OIL PROCESSING, INC.

Inventory as of May 13, 1986

This treating plant is located approximately five miles south of Monument on Hwy 8 approximately 200 yards west of the highway

South Side of Road

- 9 - 500 bbl tanks w/walkway attached
- 1 - 300 bbls storage tank
- 3 - melting pits buried below ground
- 1 - cement foundation approximately 30' x 60' - building has been removed
- 1 - cement foundation approximately 10' x 12' - building has been removed
- 1 - assortment of tanks, barrels, junk, and old bus
- 1 - pile of oily dirt covering approximately 1/3 acre

North Side of Road

- 1 - building - 10' x 20'
- 1 - 4' x 20' heater treater - in use
- 4 - 4' x 20' heater treating in NW corner laying down - not in use
- 1 - 10' x 10' building
- 14 - tanks - 500 bbl & 750 bbl - all connected w/walkway in center of location
- 7 - tanks on east edge of location - 250 & 500 bbls
- 4 - tanks on north side of location - 3/250 & 1/750 bbls
- 1 - frac tank on front side of location
- 1 - assorted pipe & junk in NW corner



Photo 1. 2- Buried 250 bbl slop tanks containing Parifin and some water and one orange foam coated 250 bbl tank contents unknown. Looking East



Photo 2. Close up of burried 250 bbl tank with net. Looking Southeast



Photo 3. 36x20 concrete pad with dried paraffin piles on pad.
Steele plate box 8'h x 20'w x 10'l set on north end of concrete.
Looking north-northeast



Photo 4. Junk pile in the southwest corner contains drums, car body, pipe, sink,
etc. Looking northwest.



Photo 9. From left to right, 1-210 bbl welded tank and 3-250 bbl bolted tanks. Looking north.



Photo 10. From left to right, 2-750 bbl foam coated tanks, 20'x 30' office building and 1-250 bolted tank. Looking North.



Photo 11. From the foreground to the background. One 6'x20' horizontal heater, 1x 500 bbl bolted tank with 5' of material and 1-250 bbl bolted tank with 4' of material. Looking northeast.



Photo 12. From left to right, 1x210 bbl welded tank, 1x250 bbl bolted tank, 1x500 bbl bolted tank, 3x500 bbl welded tanks, small shed, 2x750 foam insulated tanks, enclosed lact unit and 2'x30' shed. Looking east.



Photo 5. From left to right 2-orange foam coated 500bbl tanks two buried 250 bbl tanks, one foam coated 250 bbl tank and steal box on concrete. Looking northeast



Photo 6. North side from left to right starting at the tree, shed/building, horizontal heater, 1-500 bbl bolted tank, 1-250 bbl bolted tank, office building, enclosed lact unit, 2-750 bbl foam insulated tanks, 3-500 bbl welded tanks, windmill tower, 1-250 bbl bolted tank, 1-500 bbl bolted. Looking northwest.



Photo 7. Enclosed lact unit, 2-750 bbl foam insulated tanks, 3-500 bbl welded tanks one additional 500 bbl bolted tank sits behind these and is accessible from the catwalk. Looking northwest



Photo 8. 2-750 bbl foam insulated tanks, 3-500 bbl welded tanks and 1-500 bbl bolted tank. Looking west.



Photo 13. Junked treaters, metal roofing and plywood. Looking north.



Photo 14. Junk and 15'x20' building/shed. Looking west.

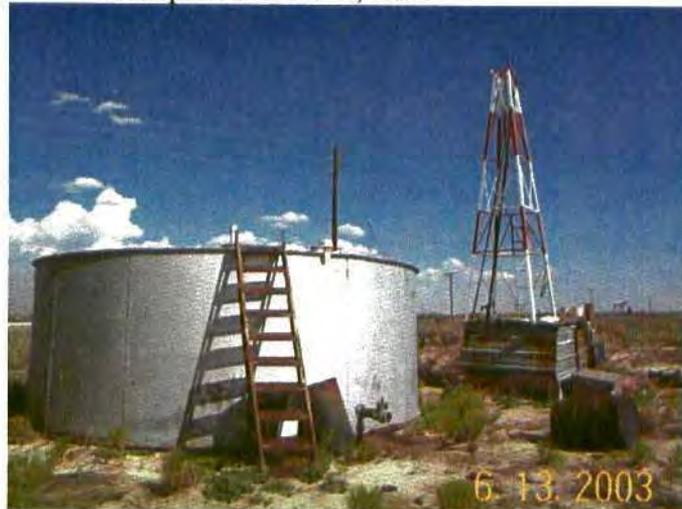


Photo 1. Windmill tower, pump shelter, and low 250 bbl tank. Looking southeast



Photo 2. Pump in shelter



Photo 3. Low 250 bbl tank and high 500 bbl tank along east side of facility. Looking northeast.



Photo 4. Tank footprint along east side of facility. Looking East.



Photo 5. Three bolted 250 bbl tanks in the northeast corner of facility. Looking north-northeast.



Photo 6. Two low 250 bbl tanks, one high 210 bbl in the northeast corner of facility. Looking north.



Photo 7. Leaking bolted tank.



Photo 8. Inside small shed next to the set of 4 high 500 bbl tanks.



Photo 9. Looking west across the former tank footprint area toward bolted 250 bbl tank that has approximately 4 feet of material.



Photo 10. Looking southwest across the former tank footprint area toward high 500 bbl tank that has approximately 5 feet of material.



Photo 11. Two foam coated 750 or 1000 bbl tanks that are to be left.



Photo 12. Inside of building that is to be left.



Photo 13. Heater that is to be left. Looking northwest.



Photo 16. Leaking low 250 bbl tank with 4 feet of material. Looking west.



Photo 14. Drums of trash. Looking south.

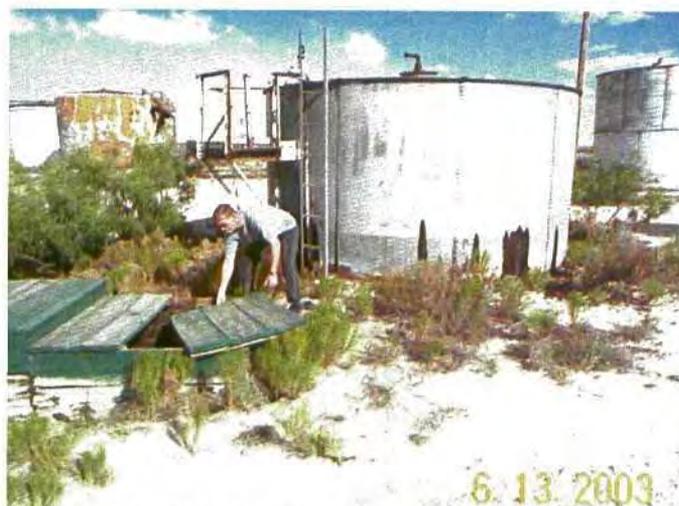


Photo 17. Leaking low 250 bbl tank and cellar. Looking east.

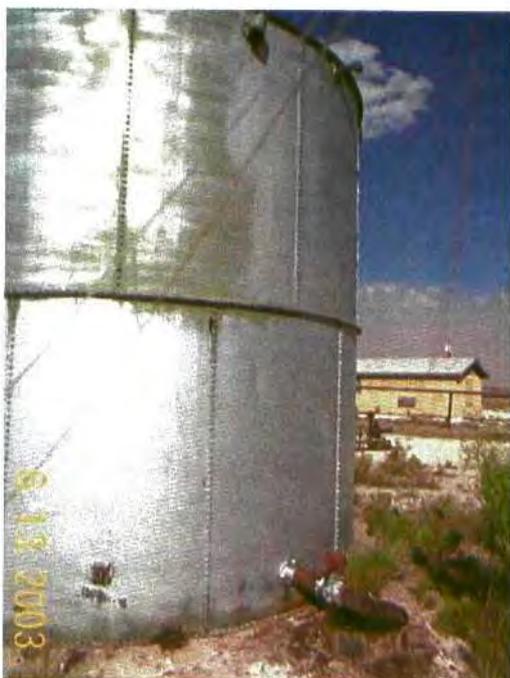


Photo 15. High 500 bbl tank with 5 feet of material. Looking east.



Photo 18. Junk treater, scrap iron and trash in the northwest corner of the facility. Looking north.



Photo 19. Trash, pipe and junk treater in the northwest part of the facility. Looking south-southwest.



Photo 21. Pipe and trash in northwest corner. Looking west.



Photo 20. Trash, pipe and barrels in the northwest part of the facility. Looking north.

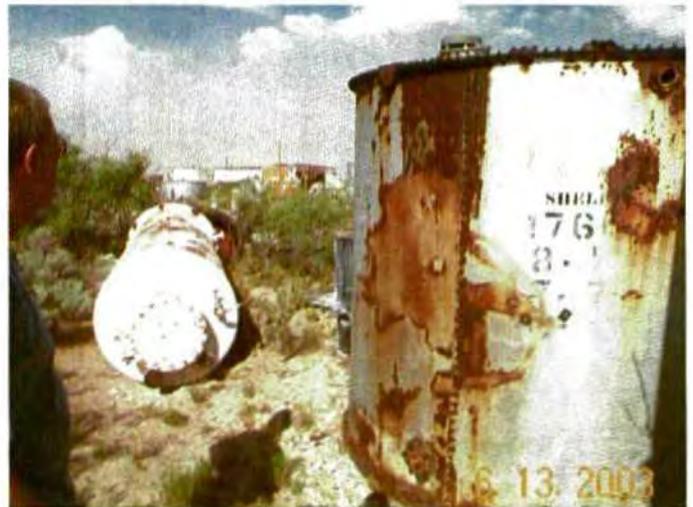
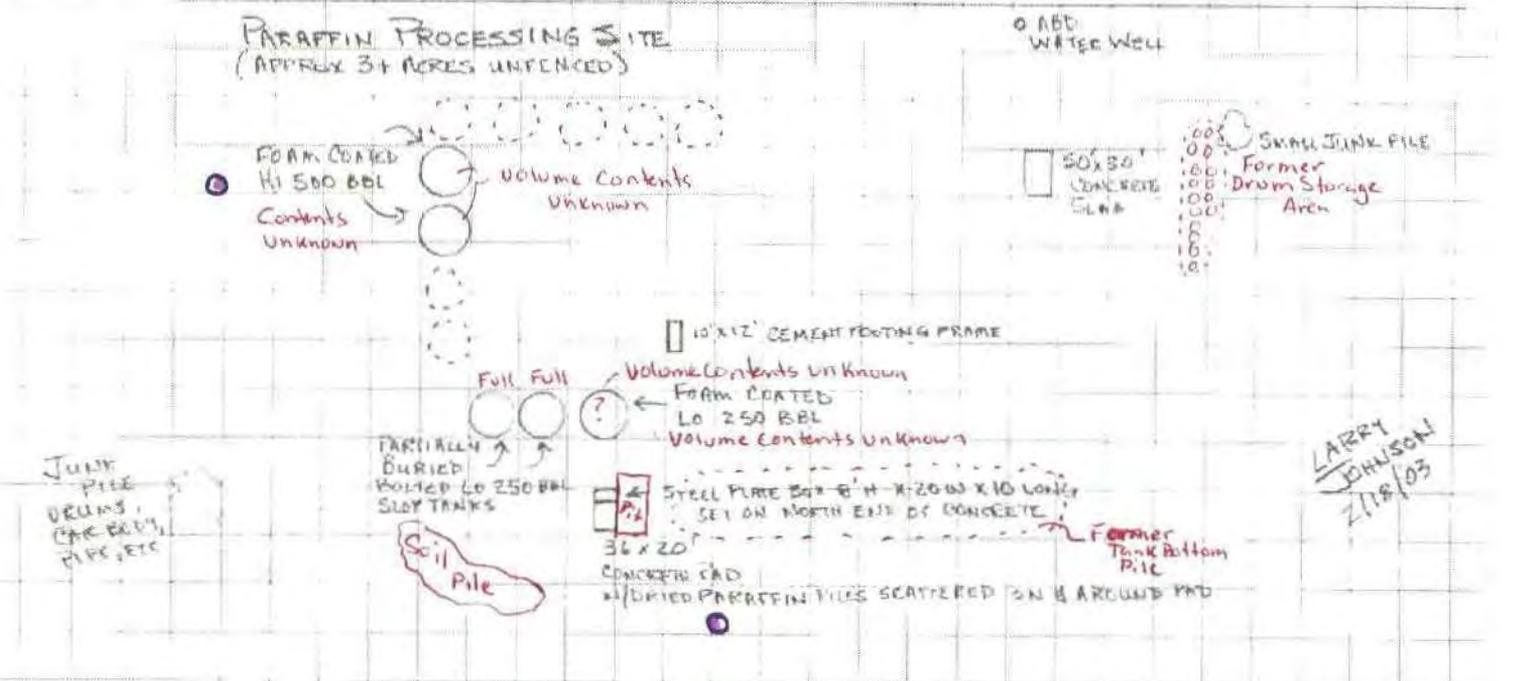
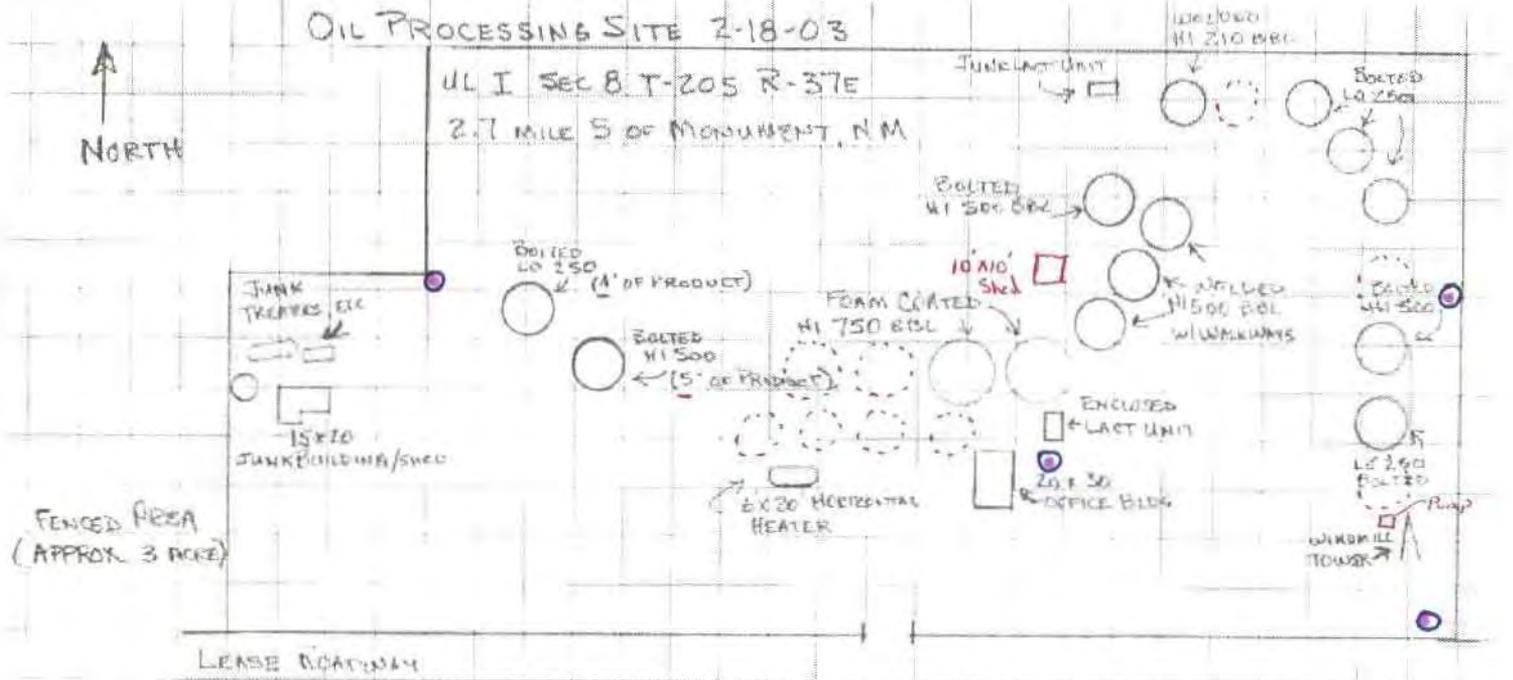


Photo 22. Treater and tank in northwest part of facility. Looking east.



-  Former tank footprint
-  Former pile or location
-  Existing pile
-  Proposed monitor well location
-  Existing structure



NEW MEXICO ENERGY, MINERALS and Attachment 11
NATURAL RESOURCES DEPARTMENT

BILL RICHARDSON
Governor
Joanna Prukop
Cabinet Secretary

February 26, 2003

Lori Wrotenbery
Director
Oil Conservation Division

Mr. Jimmie T. Cooper
Box 55
Monument, NM 88265

RE: Oil Processing, Inc.
Items Purchased at the Sheriff Sale
SE/4 of Section 8, Township 20 South, Range 37 East, NMPM,
Lea County, New Mexico

Dear Mr. Cooper:

During our phone conversation on February 19, 2003 you mentioned several items that were purchased at a Sheriffs sale at the Oil Processing, Inc. treating plant located in the SE/4 of Section 8, Township 20 South, Range 37 East, NMPM, Lea County, New Mexico. The items that you mentioned were a steam boiler, a LACT unit, a little building, 2-1000 bbl tanks and 3-500 bbl tanks.

If you would please provide a receipt for the items that were purchased at the Sheriffs sale and note on the sketch map enclosed exactly those items that were purchased. This will enable me to prepare a scope of work for the removal of the remaining tanks, equipment and trash and to better assess the scope of the investigation and cleanup.

Thank you for your consideration in this matter.

Sincerely,

Martyne J. Kieling
Environmental Geologist

xc: Hobbs OCD
File 711-041

FILED
Hobbs
OCD

