



CONTACT INFORMATION  
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Arizona Geological Survey  
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The following file is part of the A. F. Budge Mining Ltd. Mining Collection

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# DAMES & MOORE

A PROFESSIONAL LIMITED PARTNERSHIP

POINTE CORPORATE CENTRE, 7500 NORTH DREAMY DRAW DRIVE, SUITE 145  
PHOENIX, ARIZONA 85020 (602) 371-1110

October 6, 1989

Ms. Carole A. O'Brien  
Mining & Financial Coordinator  
A.F. Budge (Mining) Limited  
4301 North 75th Street  
Suite 101  
Scottsdale, Arizona 85251-3504

Dear Carole:

Dames & Moore is very pleased to be working with you on the Korn Kob Mine fatal-flaw analysis.

As we discussed on the telephone, this letter will serve as our authorization to proceed with the study. Our scope of work will be as outlined in our proposal dated September 29, 1989, and will be billed on a time-and-materials basis. Our billing will be in accordance with our Standard Schedule of Charges and General Conditions, attached to and made a part of this agreement. As stated in our proposal, our cost for the study will not exceed \$7,580.00

Please indicate your acceptance of this agreement by signing your name below. Return one original to me, and retain one original for your records.

I will confirm a meeting date and time as soon as I can make arrangements with John and Jim. We're tentatively set for Thursday, October 12.

Please call if you have any questions. We look forward to working with you.

Sincerely,

Lucy Bowen  
Environmental Services Manager  
Southwest Operations

Attachments

cc: Robin Wilkins

Acceptance by Client:

  
\_\_\_\_\_  
A.F. Budge (Mining) Limited  
\_\_\_\_\_  
Date

**SCHEDULE OF CHARGES  
UNITED STATES**

The compensation to Dames & Moore for our professional services is based upon and measured by the following elements, which are computed as set forth below.

**1.0 PERSONNEL CHARGES**

**1.1** Charges for employees are computed by multiplying the total direct salary cost of our personnel (expressed as an hourly rate) by a factor of 2.5. The total direct salary cost shall be a sum equal to the direct payroll cost (computed by dividing the annual payroll cost by 1,940 hours) plus 40 percent of same to cover payroll taxes, insurance incident to employment, sick leave and other employee benefits. The time of a partner or retained consultant devoted to the project is charged at an assigned billing rate.

**1.2** The 40 percent employee benefit factor is used for work performed by personnel assigned to offices in the United States. For work performed by personnel in our offices in other countries, it will vary depending on the employee benefits paid in the particular location.

**1.3** When outside the United States, employees' and partners' total direct salary cost will be increased by the premium customarily paid by other organizations for work at that location.

**1.4** Time spent in either local or inter-city travel, when travel is in the interest of the work, will be charged for in accordance with the foregoing schedule; when traveling by public carrier, a maximum charge of eight hours per day will be made.

**2.0 EQUIPMENT CHARGES**

**2.1** Computer control of project costs will be billed at a rate of \$1.25 per each \$50 of job charges or fraction thereof.

**2.2** Other Dames & Moore equipment, if used, will be billed at the rates noted in the Appendix.

**3.0 OTHER SERVICES AND SUPPLIES**

**3.1** Charges for services, equipment and facilities not furnished directly by Dames & Moore, and any unusual items of expense not customarily incurred in our normal operations, are computed as follows:

**3.1.1** Cost plus 10 percent includes shipping charges, subsistence, transportation, printing and reproduction, long distance communication, miscellaneous supplies and rentals.

**3.1.2** Cost plus 15 percent includes surveying services, land drilling equipment, construction equipment, testing laboratories, contract labor.

**3.1.3** Cost plus 25 percent includes aircraft, watercraft, helicopter and marine drilling equipment and operation.

SCHEDULE OF CHARGES – APPENDIX

**Dames & Moore**

EQUIPMENT

**AUTOMOTIVE**

Vehicle, per hour (maximum of 8 hours per day) . . . . .	\$ 4.00
Mileage, per mile . . . . .	\$ .25

**SOIL**

Soil sampling and compaction control equipment, per shift hour . . . . .	\$ 5.00
Soil sample rings and containers, per sample . . . . .	\$ 5.00

**LABORATORY**

Soil, water and biologic testing equipment – per employee, per hour . . . . .	\$ 10.00
Dynamic Testing Equipment will be quoted as required	

**DIVING**

SCUBA diving, per diver, per day . . . . .	\$100.00
--------------------------------------------	----------

**REPORT PREPARATION**

Word Processing Equipment, per hour . . . . .	\$ 10.00
In-House Reproduction, per sheet . . . . .	\$ .10

**ENGINEERING COMPUTER SERVICES**

The use of Dames & Moore's in-house computer facilities will be charged in accordance with the "Engineering Computer Applications Billing Schedule" (attached). Computer time and other services provided by outside vendors will be charged at cost plus 15%. Terminals, plotters, forms, and computer supplies will be charged at cost plus 15%.

**FIELD**

Because of the varied nature of equipment, location and use, these rates will be quoted as required.



# Dames & Moore

## GENERAL CONDITIONS—FORM D

### 1.0 BILLING

- 1.1 Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed.
- 1.2 Interest of 1½% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.
- 1.3 In the event that the Client requests termination of the work prior to completion of a report, Dames & Moore reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to the date of the stoppage of the work may, at the discretion of Dames & Moore, be made.

### 2.0 WARRANTY AND LIABILITY

- 2.1 Dames & Moore warrants that its services are performed, within the limits prescribed by its Clients, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered. No other warranty or representation, either expressed or implied, is included or intended in its proposals, contracts, or reports.
- 2.2 Dames & Moore's liability shall be limited to injury or loss caused by the negligence of Dames & Moore, its subcontractors, and/or agents hereunder. Dames & Moore has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.
- 2.3 Dames & Moore's liability for injury or loss arising from (1) professional errors or omissions and/or (2) radiation, nuclear reaction, or radioactive substances or conditions; and/or (3) any other toxic, irritant, pollutant, or waste gases, liquids, or solid materials shall not exceed \$5,000 or our fee, whichever is greater.
- 2.4 Dames & Moore's liability for injury or loss arising from comprehensive general and automobile exposures shall not exceed \$100,000.
- 2.5 Increased liability limits may be negotiated upon client's written request, prior to commencement of services, and agreement to pay an additional fee.
- 2.6 The Client agrees to defend, indemnify, and hold Dames & Moore harmless from any claim, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by Dames & Moore's performance of services hereunder.
- 2.7 In the event the Client makes a claim against Dames & Moore, at law or otherwise, for any alleged error, omission or other act arising out of the performance of its professional services, and to the extent the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees, incurred by Dames & Moore in defending itself against the claim.

December 26, 1990

Mrs. Carole E. and Mr. Donald K.P. Kellogg  
1655 East Golf Links Road  
Tucson, Arizona 85703

Re: Leasing of Mineral Rights and Surface Use Agreements in the  
Bueham Canyon Area

Dear Mr. Kellogg:

Since August 27, 1990 I have been trying to negotiate an agreement with you for surface rights that are necessary before A.F. Budge (Mining) Limited can go forward with exploitation of their mineral rights. Per Title 43, United States Code, 299.

A.F. Budge management has instructed me to try one more time to complete an agreement, if this attempt fails they want me to go forward with the B.L.M. bonding process. They want to proceed with mineral exploration of this acreage.

A.F. Budge (Mining) Limited would prefer to complete an agreement with the land owner rather than post a bond with the B.L.M. In my opinion bonding takes control of the surface out of the owner's hands. It is much better to negotiate an agreement both parties find workable.

The "Property" located in Pima County, Arizona consists of surface owned by you and minerals owned by the U.S.A. (Title 30 United States Code 21 et seq.):

NW 1/4 Section 7, T12S, R18E-----	160 acres
NE 1/4 Section 12, T12S, R17E-----	160 acres

Total Acres----- 320 acres

If you would prefer an agreement with A.F. Budge (Mining) Limited on your surface lands in lieu of a bond with the B.L.M., please give me a call at your earliest convenience.

Sincerely,

Robert Gilmore  
c. John Lacy, John Norby  
enc. copy- Stock-Raising Homestead Act of 1916

December 26, 1990

Mr. Joseph L. Goff  
P.O. Box 50186  
Tucson, Arizona 85703

Re: Leasing of Mineral Rights and Surface Use Agreements in the  
Bueham Canyon Area

Dear Mr. Goff:

Since August 27, 1990 I have been trying to negotiate an agreement with you for surface rights that are necessary before A.F. Budge (Mining) Limited can go forward with exploitation of their mineral rights. Per Title 43, United States Code, 299.

A.F. Budge management has instructed me to try one more time to complete an agreement, if this attempt fails they want me to go forward with the B.L.M. bonding process. They want to proceed with mineral exploration of this acreage.

A.F. Budge (Mining) Limited would prefer to complete an agreement with the land owner rather than post a bond with the B.L.M. In my opinion bonding takes control of the surface out of the owner's hands. It is much better to negotiate an agreement both parties find workable.

The "Property" located in Pima County, Arizona consists of surface owned by you and minerals owned by the U.S.A. (Title 30 United States Code 21 of Seg.):

N1/2NW1/4 and SW1/4NW1/4, Section 1, T12S, R17E	---120 acres
N1/2 and S1/2S/12, Section 10, T12S, R17E	-----480 acres
N1/2 and NW1/4SW1/4 Section 11, T12S, R17E	-----360 acres

Total Acres-----960 acres

A. F. Budge (Mining) Limited would also like to complete a Mineral Lease on the N1/2 S1/2 Section 10 T12S, R17E 160 acres, where you own both surface and mineral.

If you would prefer an agreement with A.F. Budge (Mining) Limited on your surface lands in lieu of a bond with the B.L.M., please give me a call at your earliest convenience.

Sincerely,

Robert Gilmore  
c. John Lacy, John Norby  
enc. copy-Stock Raising Homestead Act of 1916

## Environmentalists distort the facts about mining

by DIRK DEN-BAARS

Environmental groups like to portray mining as a destroyer of nature even though mines occupy less than 1 percent of our nation's land surface — much less than cities, highways or farms.

The big destroyers of natural habitat are people and natural disasters, such as volcanic eruptions, earthquakes and flash floods. Most uses of land by people are a necessary tradeoff. We must clear land to grow food and build towns. We need some acreage to build mines to produce needed metals.

Earth First! and the Sierra Club, with their extreme environmental views and actions, do more harm than they realize. They tell half-truths and show a narrow-minded bias against mining or any other interaction between people and nature.

Emotional outbreaks and pointing fingers are not ways to improve our environment. Only the proper application of science and innovative engineering can do that. People are part of the ecological cycle. Environmental interaction between mines, people and nature can be harmonious if done right.

It was appalling to see a recent letter to the editor calling a mine a disastrous venture. There is a concerted, dictatorial effort on the way to destroy the Mining Law of 1872. This law and the Multiple Use Act, among others, made it possible to make this a great country, independent of foreign sources of metals. It sustains our high standard of living. Indeed, mining is one of the main pillars of our way of life and our Western civilization.

I am disturbed by people who may have some education in biology or botany, but lack understanding of nature and its interaction with people.

### Guest opinion

#### Environmental interaction between mines, people and nature can be harmonious if done right.

Some environmentalists are suspected of planting desert tortoises and other rare species in areas where they think development should be prevented. There seems to be no concern about the species itself. The public isn't fooled by this vocal minority, which is abusing environmental laws. These are probably the same people who think copper, iron and other metals come from hardware stores.

Most building materials and metals in our homes come from mines. Driving a car, radio and TV programs, telephones and other conveniences would not be possible without mines. Mines meet our demands for a high standard of living, and they do it by highly skilled work by thousands of people.

Ores have to be mined where they are found. They can't be moved to a more convenient location. A case in point is the Buehman Canyon copper mine located on the northeast side of the Catalina Mountains near Reddington.

The mine will be located south of the canyon and will not destroy riparian vegetation, as some had thought. The big destroyer of Buehman Canyon

riparian habitat is severe flash floods, which over the years have wiped out large sections of canyon all the way to the San Pedro river, eight miles away.

Notwithstanding these severe conditions, the state has spent public funds to introduce the Gila Top finch, the Leopard Frog, and other rare species into a stretch of lower Buehman Canyon, where they surely will be wiped out by these violent floods. With a more knowledgeable study of the area, the state could have found a suitable stream where these species could survive.

Arizona now has about 2.7 million acres of wilderness, including nearly 1.1 million acres of the state's top scenic areas. It has special riparian conservation areas: the Gila Box and the San Pedro Riparian National Conservation Area. Legislation also protects Arizona's riparian habitat at Burro Creek, the Santa Maria River, Big Sandy River, People's Canyon, the Bill Williams River and others. Enough is enough.

Leaching copper from oxide ore heaps, as has been done in Arizona for many years, requires many safeguards, which are inspected and enforced by a number of state and federal agencies. The ore heaps are carefully built on top of at least two impermeable membranes of high-density polyvinyl, which protect the environment by containing the mining chemicals in a closed-loop system.

The membranes are covered with fine ore and sand to prevent accidental punctures. Ore is spread on top and diluted sulphuric acid solutions (1 percent to 2 percent) are applied to dissolve the copper. These solutions of predominantly copper sulfate are pumped to a plant where pure copper is recovered from the solutions. The barren solutions are returned to the heaps after restoring their acidity.

Holes are drilled below and downstream to monitor groundwater and check for accidental leaks. They recover solutions from a leak until it is repaired, preventing any possible contamination.

Many copper minerals found in natural ore deposits are toxic and sometimes contain arsenic compounds. At Buehman Canyon, vegetation is sparse because of these toxic minerals on the surface. Mining would remove these toxic minerals, conceivably improving the riparian habitat adjacent to the mine.

During a recent TV program on the San Pedro riparian habitat, a reporter accused the future Buehman Canyon mine of pollution or otherwise destroying the riparian habitat at Cascabel on the San Pedro river, about 10 miles upstream from Buehman Canyon. She did not explain how this impossible feat would be accomplished. A little knowledge might have prevented the reporter from making such a misleading statement.

Mining companies should pay more attention to public relations by publishing informative articles or through informative ads or programs. This would improve mining's image and set straight some misconceptions about the industry. They should promote careers in mining, metallurgy and geology.

Arizona is a great mining state. We can all work together to keep it that way. Tremendous progress is being made in environmental studies. Environmental groups, which have done little to find solutions, should do more work rather than waste time and money in court battles.

**Dirk Den-Baars is a consulting geologist in Tucson who has worked in Europe, Africa, the far East and Mexico.**

**Dow Jones Industrials**  
**2,621.29**  
**- 12.37**

**Big Board volume:**  
**57.20 million shares**

**527 advances**  
**842 declines**

**0.01 -0.86**  
**329.90 -1.85**  
**373.41 -1.19**  
**4.59 -1.61**

McDonald's, down  
 General Electric,

fell 1/4 to 1 1/4 in ac-  
 l uncertainty about  
 legal arrangements  
 the way for Carl  
 of Trans World Air-  
 he company.

y Wilshire Associ-  
 ore than 5,000 ac-  
 ks, the market lost  
 .043 percent, in

omposite index of  
 on stocks dropped

poor's industrial  
 385.94, and the  
 composite index  
 29.90.

omposite index for  
 ounter market  
 373.41. At the  
 xchange, the mar-  
 closed at 304.59,

# Many retailers feel a bit blue

By Joyce M. Rosenberg  
 The Associated Press

NEW YORK — The Christmas shopping season turned out to be a disappointment for many retailers as holiday gift-giving took a back seat this year to consumers' worries about the economy and the Middle East.

"I'm not feeling very happy," Kenneth Macke, chairman of Dayton Hudson Corp., said yesterday afternoon in the waning hours of the holiday season.

When all the receipts are tallied, Dayton Hudson's sales will be unchanged to 1 percent higher than the firm's Christmas 1989 results, Macke said.

"It's not going to be anything that's going to excite anybody," he said.

Early estimates from other high-profile retailing companies around the country were similar.

"It has not been a disaster, but it has been a pretty flat season," said Suzanne McMillan, senior vice president for marketing at the upscale Saks Fifth Avenue.

Jane Arend, a spokeswoman for Wal-Mart Stores Inc., said the company was pleased with its results, but the retailer found it hard to draw hesitant consumers into its stores. Arend said she could not release any sales figures.

The discount retailer has consistently outperformed other store owners throughout the season.

The first inkling of real trouble

See **RETAILERS**, Page 5E

Boles said that while some salaries obviously were needed to run Drexel during its Chapter 11 proceedings, "We don't believe the amount is being kept to a reasonable, necessary minimum."

Drexel's parent filed for bankruptcy reorganization in February and the brokerage subsidiary followed suit in May. The firm has stated it plans to emerge as a reorganized entity that would, among other things, be involved in restructuring distressed companies.

# Kolbe wants Congress to settle mine dispute

By Richard Ducote  
 The Arizona Daily Star

Congress will be asked next month to withdraw some public land near the town of Portal from mineral exploration.

Rep. Jim Kolbe, R-Ariz., said yesterday he would seek congressional action to prevent future mining in the Cave Creek area of the Chiricahua Mountains south-east of Tucson in Cochise County.

The Coronado National Forest land near Portal recently became the object of a dispute between a major mining company and local residents and environmentalists.

A subsidiary of Denver-based Newmont Mining Corp. has about three dozen mining claims in the area and had planned to do exploratory drilling for gold.

But last week, Newmont said it would defer exploring for 12 months, allowing opponents of any mining in the area to seek to have the area put off limits to future mining.

"I agree, Portal is special," Kolbe said in a prepared statement released from his Tucson office.

Kolbe said he supports the designation of U.S. Forest Service lands as multiple use — open to grazing, recreation and mining.

"I also believe that designation must be tempered by judgment about areas that are unique and special, and the Portal area fits this criteria," he added.

Newmont last week pledged not to oppose any congressional efforts to take the Cave Creek area out of consideration for mining uses.

Mary Lu Nunley, a special assistant in Kolbe's Tucson office, said yesterday that Kolbe is optimistic the legislation required for the withdrawal action can be passed within the 12 months of the Newmont moratorium on exploration.

12/25/90  
 CALL ME IF YOU HAVE ANY CONCERNS.  
 THE KOLBE CASE  
 TO INCLUDE THE KOLBE CASE  
 BUT I DON'T THINK SO.  
 JOHN: -FYI

an option to buy it, the Wall Street Journal reported. The Wall Street Journal, quoting unidentified sources familiar with the arrangement, said union leaders were told this month that a sale was imminent but later were told it had been delayed.

Meanwhile, Pan Am Corp. and Trans World Airlines Inc. continued negotiating over whether TWA would lend Pan Am enough money to keep it operating until the struggling carriers can merge. TWA Chairman Carl C. Cahn has sought assurances that Pan Am would be able to repay the loan, estimated at \$100 million.

Manager Jack Pfister will be one of the executives at the utility, SRP board president John Lassen says. Lassen said the state's second-largest utility has a half-dozen associate and assistant general managers jockeying for Pfister's \$259,000-a-year job. Pfister, 57, will retire July 1 after 15 years as top executive and 21 years with the utility.

## QUOTE/UNQUOTE

"If I can avoid paying taxes, I try. I don't like how they're spending most of my money anyway."

—H.A. Sinclair

**TUCSON/ARIZONA**

Reply to: 2810

Date: January 4, 1991

Barry A. Friedman, M.D.  
2222 N. Craycroft, Suite 114  
Tucson, Arizona 85712

~~SAMPLE  
LETTER~~ WFL

Dear Barry:

Thank you for your letter concerning the potential impacts of the Korn Kob Mine, near Buehman Canyon.

At the present time, the Forest Service does not have a written proposal for the production phase of the mine operation. The company is still reviewing the drill hole data. The scoping process and public notification will begin when a plan of operation is submitted. The Forest Service will be in full compliance with the National Environmental Protection Act.

The Forest Service is required by law to allow mining activities on public lands. The possible impacts of these activities will be analyzed before approval is granted.

Your letter will be kept in the project file and a copy sent to the mining company.

We will keep you inform on any major developments concerning this project.

Sincerely,

*William Lewis*

STEVE R. PLEVEL  
District Ranger

cc: Budge Mining

Caring for the Land and Serving People

*Barry A. Friedman, M.D.*

INFECTION SPECIALISTS, LTD.

2222 NORTH CRAYCROFT, SUITE 114

TUCSON, ARIZONA 85712

TELEPHONE (602) 886-5463

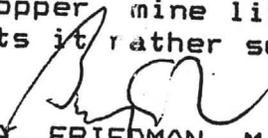
DEC 28 1990

December 27, 1990

Forest Service  
Santa Catalina District  
5700 North Sabino Canyon Road  
Tucson, Az. 85715

Dear Sirs:

Although you didn't ask my opinion I find it very simple to give it. The Catalinas need a new copper mine like both of us need new headaches. I guess that puts it rather succinctly!

  
BARRY A. FRIEDMAN, M.D.

BAF:lw

December 20, 1990

USFS  
Santa Catalina Ranger District  
5700 N. Sabino Canyon Road  
Tucson, AZ 85715

DEC 21 1990

Gentlemen,

The proposed open pit heap-leach Korn Kob (copper) Mine for Buehman Canyon in the Santa Catalina Mountains should not be permitted because of it's potential and probable damage to groundwater, the riparian area and three T & E species (Leopard Frog, Gila Topminnow and Desert Pupfish.)

If you permit in spite of good logic, complete compliance to NEPA is mandatory, i.e.:

- a reclamation plan and an adequately large bond to ensure reclamation, and restoration of wildlife habitat and scenic values. However, restoration of habitat does not ensure restoration of the species if they are eliminated which is why the project should not be allowed.
- no contamination of groundwater, nearby springs and Buehman Creek from mine wastes and leaching ponds. This can only be accomplished with very long life tanks, not open ponds.
- no habitat degradation for the above mentioned T & E species.
- full toxic release reporting under Section 313 of EPCRA.

Sincerely,

Jim Notestine

PO Box 461  
Sonoita, AZ 85637

cc: Jim Abbott, Coronado Forest Supervisor  
Linda Fisher, Assistant Administrator, EPA  
Congressman Jim Kolbe  
Mineral Policy Center  
Congressman Mo Udall

7017 East Calle Betelgeux  
Tucson, Arizona 85710

29 December 1990

Department of Agriculture  
U.S. Forest Service  
Santa Catalina Ranger District  
5700 North Sabino Canyon Road  
Tucson, Arizona 85715

To the Forest Service:

I am writing to express my outrage over the possibility of an open pit copper mine in the environmentally sensitive Buehman Canyon area of the Santa Catalina Mountains.

The adverse effects of the leaching process that is to be used by the mine on this riparian watershed, with its diverse flora and fauna inhabitants, are devastating.

While I understand that under the 1872 Mining Law there is very little that can be done to prevent mining on public land, it is within the purvue of the Forest Service to grant or deny permission to further desecrate the environment by blading off access roads to the mine site, thus effectively killing the mine.

I demand that no such permission be extended to the A. F. Budge Mining, Ltd. for this mine.

D A H  
David A. Huet

Dear Sir

19 Dec 90

The Corn Cob Mine

We are absolutely dismayed that  
the Forest Service would consider this mine

We expect that you should call  
compliance with the National Environmental  
Policy Act

Thank you

Tom Ferguson, Regional

DEC 19 1990

Jeanne Williams

Member: Authors Guild  
Western Writers of America  
P.O. Box 335  
Portal, AZ 85632  
(602) 558-2436

December 16, 1990

Santa Catalina Ranger District

District Ranger:

As one who lived in the foothills for many years and enjoyed wonderful hikes in the Catalinas, I am shocked and appalled at the prospect of a heap leach copper mine in Buehman Canyon, especially since the creek runs into the San Pedro. All Arizona's riparian areas serve as water to life to birds and beasts. I don't see how the land would ever be restored to its original beauty, nor how you can possibly justify the probable leaching of copper and pollutants into the soil and water.

Since several rare aquatic species--Gila Topminnow, Leopard Frog and Desert Pupfish have been introduced into the creek in recent years, it seems counterproductive to now seek to poison them.

Ltd. to me usually signals a Canadian, Australian or British operation. It is triply awful to allow foreign interests to rake off our minerals without paying any royalty, and destroy our wildlands in the process--this is the worst kind of neo-colonialism!

I urge you to have a full Environmental Impact Statement done on this venture. The National Environmental Protection Act enjoins you to enforce measures to protect the water, natural values and impact on wildlife and human beings. Until that ludicrous anachronism, the 1872 Mining Law, is changed, at least do all in your power to mitigate the results of this disastrous venture.

Sincerely,

*Jeanne Williams*



# DAMES & MOORE

A PROFESSIONAL LIMITED PARTNERSHIP

POINTE CORPORATE CENTRE, 7500 NORTH DREAMY DRAW DRIVE, SUITE 145  
PHOENIX, ARIZONA 85020 (602) 371-1110

July 20, 1990

19583-003-033

A.F. Budge (Mining) Limited  
4301 North 75th Street, No. 101  
Scottsdale, Arizona 85251

Attention: Mr. Ron Short

Progress Billing No. 6  
Water Supply Study and  
Water Quality Monitoring  
Arizona  
A.F. Budge (Mining) Limited

Gentlemen:

Transmitted with this letter is our progress billing No. 6 dated July 20, 1990 for the above referenced project. This billing is in the amount of \$1,404.56 and covers the period from June 16, 1990 through week ending July 13, 1990. This brings the total billed to \$21,173.10, which is \$11,216.90 under our current authorization of \$32,390.00.

Tasks conducted during this period include project management and final editing of the Draft Water Supply Study Report.

Should you have any questions regarding the enclosed billing, please contact us for clarification.

Very truly yours,

DAMES & MOORE



Eric W. Muehlberger  
Project Manager

EWM/th

Enclosure - Invoice



# DAMES & MOORE

A PROFESSIONAL LIMITED PARTNERSHIP

7500 NORTH DREAMY DRAW DRIVE, SUITE 145, PHOENIX, AZ 85020\*\*(602)371-1110

## INVOICE

• JULY 20, 1990

A.F. BUDGE (MINING) LIMITED  
ATTN: MR. RON SHORT  
4301 NORTH 75TH AVENUE #101  
SCOTTSDALE, AZ 85251

PLEASE INCLUDE  
INVOICE NUMBER }  
ON REMITTANCE } →

INVOICE NUMBER

033 -03116

ACCOUNT NUMBER

19583-003-033

Tax Payers I.D. No. 95-1686276

GEOSCIENCES  
MINE  
ARIZONA  
BUDGE MINING

PERIOD COVERING 06/16/90 THROUGH 07/13/90

RECORD NUMBER 0006

1,404.56

TOTAL US\$

1,404.56

RECEIVED JUL 20 1990

PROGRESS BILLING

INVOICE NO.: 033 -03116

OUR JOB NO.

RECORD NO.

PERIOD COVERED

06/16/90  
THRU

07/13/90

19583-003-033

6

DESCRIPTION OF CHARGES	RATE	UNITS	AMOUNT
<b><u>PERSONNEL CHARGES</u></b>			
PROFESSIONAL STAFF.....TWO AND ONE-HALF TIMES THE HOURLY DIRECT		15.50	746.81
SUPPORTING PERSONNEL..... SALARY COST		18.00	580.32
 <b><u>EQUIPMENT CHARGES</u></b>			
REPRODUCTION			9.20
SPECIAL OTHER EQUIPMENT			5.20
TEXT EDITING/WORD PROCESSING.... 10.00/ HOUR		2.00	20.00
COMPUTER JOB COST CONTROL			34.22
<b>TOTAL DAMES &amp; MOORE CHARGES</b>			<b>1,395.75</b>
<b><u>SERVICES &amp; SUPPLIES OBTAINED FOR YOUR ACCOUNT:</u></b>			
COMMUNICATIONS			8.00
HANDLING CHARGE			.81
<b>TOTAL SERVICES &amp; SUPPLIES</b>			<b>8.81</b>
<b>TOTAL CHARGES</b>			<b>1,404.56</b>

LAW OFFICES  
**BRADLEY, CAMPBELL, CARNEY & MADSEN**

LEO N. BRADLEY  
TIM L. CAMPBELL  
THOMAS J. CARNEY  
EARL K. MADSEN  
VICTOR F. BOOG  
WILLIAM J. CAMPBELL  
EARLE D. BELLAMY II  
JAMES J. NOLAN  
THOMAS A. NOLAN  
JOHN R. JACUS

PROFESSIONAL CORPORATION  
1717 WASHINGTON AVENUE  
GOLDEN, COLORADO 80401-1994  
(303) 278-3300  
TELECOPIER (303) 278-3379

K. PRESTON OADE, JR.  
JIM MICHAEL HANSEN  
T. J. CARNEY  
LAURA J. VOGELGESANG  
SHELLY M. ROWAN  
THOMAS E. ROOT  
TIMOTHY M. TYMKOVICH  
JOHN N. GALBAY  
LINDA GAVIT

A. F. BUDGE, LTD.  
ATTN: MR. RON SHORT  
4301 N. 75TH ST., SUITE 101  
SCOTTSDALE, AZ 85251

JULY 16, 1990  
PAGE 1  
BUDGEA-0001

---

RE: SOLUTION GOLD, LTD.;  
WEAKLY, HAROLD

RECEIVED JUL 19 1990

AMOUNT

PREVIOUS BALANCE 989.00  
PAYMENTS RECEIVED 989.00

SERVICES RENDERED THROUGH 6/30/90

PREPARE AND SEND DISCLOSURE STATEMENT; REVIEW  
PLAINTIFF'S DISCLOSURE STATEMENT.

TOTAL SERVICES 221.00

ATTORNEY SUMMARY	HOURS	AMOUNT
THOMAS A. NOLAN	1.70	221.00

EXPENSES PAID ON BEHALF OF CLIENT

5/31/90		4.80
24 PHOTOCOPIES		

TOTAL EXP/ADV 4.80

BALANCE DUE -----  
225.80  
=====



# DAMES & MOORE

A PROFESSIONAL LIMITED PARTNERSHIP

POINTE CORPORATE CENTRE, 7500 NORTH DREAMY DRAW DRIVE, SUITE 145  
PHOENIX, ARIZONA 85020 (602) 371-1110

December 15, 1989

Mr. John W. Norby  
A.F. Budge (Mining) Limited  
1280 Terminal Way #46  
Reno, Nevada 89502

Dear Mr. Norby:

Dames & Moore appreciates the opportunity to provide this proposal for an Access Road Evaluation Study for your Korn Kob Mine project. This proposal has been developed based on the information provided in your memo to Lucy Bowen dated November 22, 1989. Your memo clearly summarizes the need to evaluate alternate access routes to the mine site in order to avoid that portion of the current access road which passes through the riparian environment in Buehman Canyon. Your preliminary efforts at identifying potential access routes will be most helpful in the successful completion of this study.

The level of effort we propose is, appropriate to: 1) evaluate alternative access roads to the project site (based on design criteria to be developed as part of this study), 2) compare the identified routes and 3) identify the one (or two) best route(s). As part of this study we plan to develop preliminary engineering data (length, grade, drainage crossings and approximate earthwork volumes) as well as preliminary environmental data (permitting requirements, private vs. public land ownership, potential visual impact) on each route. The preliminary data will be developed to the same level of detail for each route and will be used for comparison purposes.

As mentioned in our telephone conversation of December 12, 1989, the level of detail which can be developed on any access road is limited by the level of topographic detail currently available. The USGS 7.5-minute quad maps will be used as the basis for developing a preliminary evaluation

Mr. John W. Norby  
December 15, 1989  
Page 2

of alternate routes and are probably acceptable for these purposes. Information developed from these maps can be used to select a best (or pair of best) access route(s); however, access road design should be deferred until more detailed topographic data are available.

We plan to work closely with you in the completion of this study and will keep you apprised on a regular basis of the progress of the work on each of the work items listed below. We will be prepared to modify our proposed scope of work as the dictates of the job or your needs require.

#### SCOPE OF WORK

Dames & Moore proposes to complete the following work items in the completion of the Access Road Evaluation Study for Budge Mining's Korn Kob Mine project.

##### 1. ESTABLISH ROADWAY DESIGN CRITERIA

Evaluate the expected function of the road. The evaluation will include truck traffic as well as personal vehicle requirements. The roadway function will be used to select roadway design criteria based on appropriate standards.

##### 2. IDENTIFY POTENTIAL ACCESS ROUTES

Using the available topographic data and the roadway design criteria, select several potential site access routes (up to five) for further evaluation. The potential routes identified by Budge Mining will be considered in the selection of the potential access routes.



Mr. John W. Norby  
December 15, 1989  
Page 3

3. CONDUCT SITE VISIT

Send an engineer and an environmental specialist to the site for two days for an on-ground review of the potential access routes previously identified. Results of the site visit will be used to modify the potential routes as required.

4. DEVELOP PRELIMINARY ROUTE DATA

Evaluate potential routes and develop preliminary route data to allow a comparison of potential routes. Preliminary data will include length, grades, major drainage crossings and order-of-magnitude earthwork quantities. Preliminary plan/profile data will be generated.

5. PERFORM PRELIMINARY ENVIRONMENTAL REVIEW

Review potential environmental issues associated with the potential routes. Issues will include relation to riparian environment, land ownership, potential permitting issues and visual impact.

6. COMPARE POTENTIAL ROUTES

The preliminary route data and environmental review results will be tabulated for each route and compared. Based on this comparison, Dames & Moore will eliminate undesirable routes and will select a best route. If no clear-cut best route is available, the two best routes will be identified. At this point, Dames & Moore will review the study results with Budge Mining.

7. PREPARE PROJECT REPORT

Dames & Moore will prepare a report documenting the results of the access road evaluation study.



Mr. John W. Norby  
December 15, 1989  
Page 4

PROJECT TEAM

Our project team will draw on Dames & Moore's transportation design capabilities. The project team will consist of a project manager, a senior transportation engineer, a project engineer, an environmental specialist and various support personnel.

SCHEDULE AND ESTIMATED COST

Dames & Moore will complete the proposed scope of work as presented herein. We plan to begin this work January 2, 1990 and expect to complete the study by January 31, 1990. We propose to perform the work based on the proposed scope of work for a lump sum amount of \$16,500. Our estimate of the man-hours required to complete this study are listed in Table 1.

Dames & Moore has earned a reputation for providing our clients with quality work products in a cost effective manner on a timely basis. We hope to be able to continue our positive relationship with Budge Mining through the completion of this Access Route Evaluation Study. We will be pleased to discuss this proposal with you at your convenience.

Sincerely,

DAMES & MOORE

Robert J. Neukirchner  
Manager, Engineering and  
Design Services Group

RJN/baw

cc: Carole O'Brien, Budge Mining, Scottsdale  
Ron Short, Budge Mining, Scottsdale  
Lucy Bowen, Dames & Moore



TABLE 1

**KORN KOB MINE PROJECT  
ACCESS ROAD EVALUATION STUDY  
ESTIMATED MANHOURS**

<u>Task</u>	<u>Project Manager</u>	<u>Senior Engineer</u>	<u>Project Engineer</u>	<u>Technical Illustration</u>	<u>Word Processing</u>	<u>Total</u>
1. Develop Design Criteria	1	4	4	—	1	10
2. Identify Routes	1	6	8	—	1	16
3. Site Visit	—	16	16	—	—	32
4. Develop Route Data	2	12	32	24	2	72
5. Environmental Reviw	2	8	20	—	2	32
6. Compare Routes	1	6	8	—	—	15
7. Prepare Report	3	8	12	6	4	33
	<u>10</u>	<u>60</u>	<u>100</u>	<u>30</u>	<u>10</u>	<u>210</u>

**DAMES & MOORE**

A PROFESSIONAL LIMITED PARTNERSHIP

POINTE CORPORATE CENTRE, 7500 NORTH DREAMY DRAW DRIVE, SUITE 145  
PHOENIX, ARIZONA 85020 (602) 371-1110

December 8, 1989

Mr. John W. Norby  
A.F. Budge (Mining) Ltd.  
1280 Terminal Way, #46  
Reno, Nevada 89502

Proposal  
Korn Kob Mine  
Water Supply Study and  
Water Quality Monitoring  
Arizona

Dear Mr. Norby:

Dames & Moore is pleased to submit to you two copies of our Proposal, Korn Kob Mine Water Supply Study and Water Quality Monitoring, Arizona. The study area is partially within the Coronado National Forest, on the eastern slope of the Santa Catalina Mountains, near Redington. The purpose of this study will be to provide you with a report on the results of the water supply study and a work plan for conducting ground water and surface water quality monitoring.

SCOPE OF WORK

Dames & Moore proposes the following scope of work.

PHASE IWater Supply Study

- Continue the literature search for any additional biologic, hydrogeologic, geologic, etc. data that has an effect on the mine area.
- Collect existing construction information, water quality data, and water rights data for all existing wells in the area.

OFFICES WORLDWIDE

**DAMES & MOORE**

A PROFESSIONAL LIMITED PARTNERSHIP

Mr. John W. Norby  
December 8, 1989  
Page 2

- Collect existing information on surface water flows, water quality, and water rights.
- Analyze the effect on the stream flow and riparian vegetation through increased ground water withdrawal.
- Produce a report that describes (1) the results of our literature search, (2) data collection for wells and surface water, and (3) the analysis of the effects on the stream flow from pumping.

Water Quality Monitoring

- Develop a work plan for collecting baseline information on the water quality of the ground water and surface water in Buehman Canyon watershed and adjoining watersheds. The work plan will include sample locations, frequency of sampling, parameters to be analyzed for, sampling procedure, reporting frequency, and an estimated budget to complete the work.

PHASE II

Additional data may be required to complete the Water Supply Study. This would include drilling a deeper production well and conducting an aquifer test to assess if the anticipated needs of the site can be met. A scope of work and associated costs will be developed for this only if a need for the data can be substantiated.

Implementation of the water quality monitoring work plan can also be conducted during Phase II.

SCHEDULE

Dames & Moore is prepared to begin the proposed scope of work as soon as a signed proposal is received in our Phoenix office. Completion is anticipated within four to six weeks after initiation of the contract.

**DAMES & MOORE** A PROFESSIONAL LIMITED PARTNERSHIP

Mr. John W. Norby  
December 8, 1989  
Page 3

FINANCIAL TERMS AND CONDITIONS

Listed below are the estimated costs associated with the proposed scope of work.

Dames & Moore Labor	\$7,175.00
Dames & Moore Expenses	<u>975.00</u>
Estimated Job Total	\$8,150.00

Dames & Moore will not exceed \$8,150.00 without your prior authorization. All charges will be on a time and expense basis in accordance with the attached Schedule of Charges, Form 115.5(7-88), and General Conditions, Form 115.6 (5-88/D).

The terms and limits of our liability are provided in the General Conditions and will be made a part of our contract. Your acceptance of the terms and limitations of our liability, and authorization for Dames & Moore to proceed with the scope of work outlined herein, may be indicated by your signature in the space provided on the last page of this proposal.

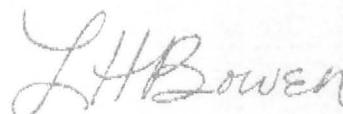
It has been Dames & Moore's pleasure to prepare this proposal for your review. Should you have any questions or comments, please contact us.

Sincerely,

DAMES & MOORE



Eric W. Muehlberger  
Project Hydrologist



Lucy H. Bowen  
Manager, Environmental Services

EWM/LHB/th



# DAMES & MOORE

A PROFESSIONAL LIMITED PARTNERSHIP

Mr. John W. Norby  
December 8, 1989  
Page 4

## AUTHORIZATION TO PROCEED AND APPROVAL OF TERMS AND CONDITIONS

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

Attachments: Schedule of Charges, Form 115.5(7-88)  
General Conditions, Form 115.6(5-88/D)

cc: Carole O'Brien  
Ron Short



## SCHEDULE OF CHARGES UNITED STATES

The compensation to Dames & Moore for our professional services is based upon and measured by the following elements, which are computed as set forth below.

### 1.0 PERSONNEL CHARGES

1.1 Charges for employees are computed by multiplying the total direct salary cost of our personnel (expressed as an hourly rate) by a factor of 2.5. The total direct salary cost shall be a sum equal to the direct payroll cost (computed by dividing the annual payroll cost by 1,940 hours) plus 40 percent of same to cover payroll taxes, insurance incident to employment, sick leave and other employee benefits. The time of a partner or retained consultant devoted to the project is charged at an assigned billing rate.

1.2 The 40 percent employee benefit factor is used for work performed by personnel assigned to offices in the United States. For work performed by personnel in our offices in other countries, it will vary depending on the employee benefits paid in the particular location.

1.3 When outside the United States, employees' and partners' total direct salary cost will be increased by the premium customarily paid by other organizations for work at that location.

1.4 Time spent in either local or inter-city travel, when travel is in the interest of the work, will be charged for in accordance with the foregoing schedule: when traveling by public carrier, a maximum charge of eight hours per day will be made.

### 2.0 EQUIPMENT CHARGES

2.1 Computer control of project costs will be billed at a rate of \$1.25 per each \$50 of job charges or fraction thereof.

2.2 Other Dames & Moore equipment, if used, will be billed at the rates noted in the Appendix.

### 3.0 OTHER SERVICES AND SUPPLIES

3.1 Charges for services, equipment and facilities not furnished directly by Dames & Moore, and any unusual items of expense not customarily incurred in our normal operations, are computed as follows:

3.1.1 Cost plus 10 percent includes shipping charges, subsistence, transportation, printing and reproduction, long distance communication, miscellaneous supplies and rentals.

3.1.2 Cost plus 15 percent includes surveying services, land drilling equipment, construction equipment, testing laboratories, contract labor.

3.1.3 Cost plus 25 percent includes aircraft, watercraft, helicopter and marine drilling equipment and operation.

**Dames & Moore****GENERAL CONDITIONS--FORM D****1.0 BILLING**

- 1.1 Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed.
- 1.2 Interest of 1 1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.
- 1.3 In the event that the Client requests termination of the work prior to completion of a report, Dames & Moore reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to the date of the stoppage of the work may, at the discretion of Dames & Moore, be made.

**2.0 WARRANTY AND LIABILITY**

- 2.1 Dames & Moore warrants that its services are performed, within the limits prescribed by its Clients, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered. No other warranty or representation, either expressed or implied, is included or intended in its proposals, contracts, or reports.
- 2.2 Dames & Moore's liability shall be limited to injury or loss caused by the negligence of Dames & Moore, its subcontractors, and/or agents hereunder. Dames & Moore has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.
- 2.3 Dames & Moore's liability for injury or loss arising from (1) professional errors or omissions and/or (2) radiation, nuclear reaction, or radioactive substances or conditions; and/or (3) any other toxic, irritant, pollutant, or waste gases, liquids, or solid materials shall not exceed \$5,000 or our fee, whichever is greater.
- 2.4 Dames & Moore's liability for injury or loss arising from comprehensive general and automobile exposures shall not exceed \$100,000.
- 2.5 Increased liability limits may be negotiated upon client's written request, prior to commencement of services, and agreement to pay an additional fee.
- 2.6 The Client agrees to defend, indemnify, and hold Dames & Moore harmless from any claim, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by Dames & Moore's performance of services hereunder.
- 2.7 In the event the Client makes a claim against Dames & Moore, at law or otherwise, for any alleged error, omission or other act arising out of the performance of its professional services, and to the extent the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees, incurred by Dames & Moore in defending itself against the claim.

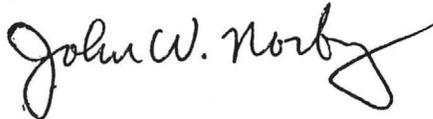
A.F. Budge (Mining) Limited

TO: Lucy H. Bowen  
Eric W. Muehlberger  
Robert J. Neukirchner  
Dames & Moore, Phoenix

DATE: January 17, 1990

COPIES: A.F. Budge  
C.A. O'Brien  
D.H. Allen  
J.R. Bosco  
File

FROM: J.W. Norby  
R.R. Short



SUBJECT: KORN KOB WATER AND ACCESS PROPOSALS

---

Thank you for the informative January 5 meeting at our office discussing the revised (December 21) water supply and water quality monitoring proposal and the access road evaluation proposal (December 15). Budge Mining has decided to accept the water supply portion of the former proposal which is quoted at an estimated \$6,855 cost. It is understood that local water rights will be investigated as part of this study. Additionally, we would like to go ahead with Round 1 of the water quality sampling program. A rough cost estimate of \$10,000 was suggested at the meeting for Round 1 sampling, analysis, and summary memo. We are not committing to additional water sampling Rounds 2-4 at this time. Budge Mining would also like to complete the pump test suggested at the meeting which would determine if mine well water pumping will draw down the near-surface flow in Buehman Canyon. Budge Mining will drill the needed two adjacent shallow wells with the drill rig currently performing exploration drilling. Budge Mining will also provide the pump. Dames and Moore personnel should select the two needed monitor well sites, perform the pump test, and interpret the results. Finally, Budge Mining has decided to defer the access road evaluation indefinitely, which should not be taken as a reflection of proposal quality but as our perceived relative need for this information during this early phase of the project.

So we may begin, please submit a final revision of the water study proposal which contains cost estimates of:

- 1) the previously quoted \$6,855 water supply study,
- 2) Round 1 only of the water quality sampling, analysis and summary program (about \$10,000), and
- 3) the mine well pump test and interpretation.

We received the final topographic and aerial photo maps covering our area of exploration/development January 15. The maps are 1 inch = 100 ft scale with 5 ft contour interval. James R. Bosco, project geologist in Tucson, will send Dames and Moore 2 sets of the topographic and aerial photo maps, a list of relevant geologic references, and multi-element analyses of the ore (when complete).

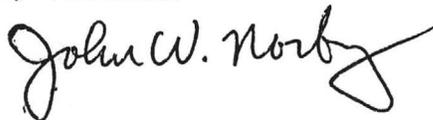
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File

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R.R. Short



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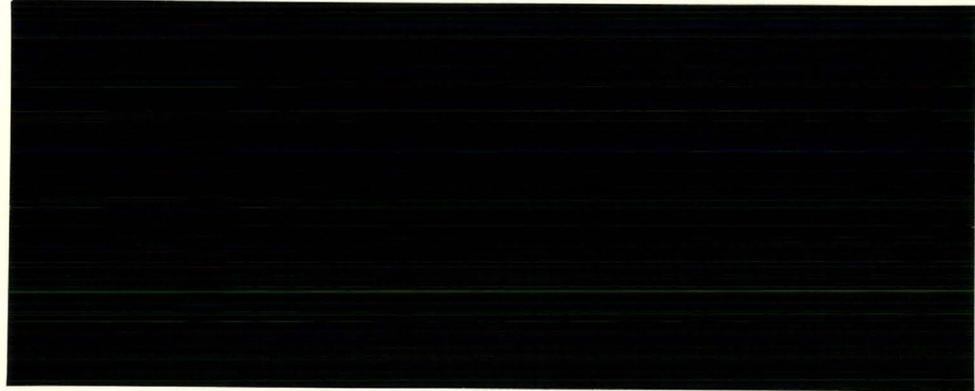
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**DAMES & MOORE**

---

PROPOSAL  
KORN KOB MINE  
WATER SUPPLY STUDY AND  
WATER QUALITY MONITORING  
ARIZONA

---

**Dames & Moore**



December 8, 1989



# DAMES & MOORE

A PROFESSIONAL LIMITED PARTNERSHIP

POINTE CORPORATE CENTRE, 7500 NORTH DREAMY DRAW DRIVE, SUITE 145  
PHOENIX, ARIZONA 85020 (602) 371-1110

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Water Supply Study and  
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## SCOPE OF WORK

Dames & Moore proposes the following scope of work.

### PHASE I

#### Water Supply Study

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- Collect existing construction information, water quality data, and water rights data for all existing wells in the area.



Mr. John W. Norby  
December 8, 1989  
Page 2

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### Water Quality Monitoring

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### PHASE II

Additional data may be required to complete the Water Supply Study. This would include drilling a deeper production well and conducting an aquifer test to assess if the anticipated needs of the site can be met. A scope of work and associated costs will be developed for this only if a need for the data can be substantiated.

Implementation of the water quality monitoring work plan can also be conducted during Phase II.

### SCHEDULE

Dames & Moore is prepared to begin the proposed scope of work as soon as a signed proposal is received in our Phoenix office. Completion is anticipated within four to six weeks after initiation of the contract.

Mr. John W. Norby  
December 8, 1989  
Page 3

FINANCIAL TERMS AND CONDITIONS

Listed below are the estimated costs associated with the proposed scope of work.

Dames & Moore Labor	\$7,175.00
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The terms and limits of our liability are provided in the General Conditions and will be made a part of our contract. Your acceptance of the terms and limitations of our liability, and authorization for Dames & Moore to proceed with the scope of work outlined herein, may be indicated by your signature in the space provided on the last page of this proposal.

It has been Dames & Moore's pleasure to prepare this proposal for your review. Should you have any questions or comments, please contact us.

Sincerely,

DAMES & MOORE

*Eric W. Muehlberger*

Eric W. Muehlberger  
Project Hydrologist

*LHB Bowen*

Lucy H. Bowen  
Manager, Environmental Services



Mr. John W. Norby  
December 8, 1989  
Page 4

**AUTHORIZATION TO PROCEED AND APPROVAL OF TERMS AND CONDITIONS**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed/Printed Name

\_\_\_\_\_  
Title

Attachments: Schedule of Charges, Form 115.5(7-88)  
General Conditions, Form 115.6(5-88/D)

cc: Carole O'Brien  
Ron Short

**SCHEDULE OF CHARGES  
UNITED STATES**

The compensation to Dames & Moore for our professional services is based upon and measured by the following elements, which are computed as set forth below.

**1.0 PERSONNEL CHARGES**

1.1 Charges for employees are computed by multiplying the total direct salary cost of our personnel (expressed as an hourly rate) by a factor of 2.5. The total direct salary cost shall be a sum equal to the direct payroll cost (computed by dividing the annual payroll cost by 1,940 hours) plus 40 percent of same to cover payroll taxes, insurance incident to employment, sick leave and other employee benefits. The time of a partner or retained consultant devoted to the project is charged at an assigned billing rate.

1.2 The 40 percent employee benefit factor is used for work performed by personnel assigned to offices in the United States. For work performed by personnel in our offices in other countries, it will vary depending on the employee benefits paid in the particular location.

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2.2 Other Dames & Moore equipment, if used, will be billed at the rates noted in the Appendix.

**3.0 OTHER SERVICES AND SUPPLIES**

3.1 Charges for services, equipment and facilities not furnished directly by Dames & Moore, and any unusual items of expense not customarily incurred in our normal operations, are computed as follows:

3.1.1 Cost plus 10 percent includes shipping charges, subsistence, transportation, printing and reproduction, long distance communication, miscellaneous supplies and rentals.

3.1.2 Cost plus 15 percent includes surveying services, land drilling equipment, construction equipment, testing laboratories, contract labor.

3.1.3 Cost plus 25 percent includes aircraft, watercraft, helicopter and marine drilling equipment and operation.



# Dames & Moore

## GENERAL CONDITIONS—FORM D

### 1.0 BILLING

- 1.1 Invoices will be issued every four weeks, payable upon receipt, unless otherwise agreed.
- 1.2 Interest of 1½% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.
- 1.3 In the event that the Client requests termination of the work prior to completion of a report, Dames & Moore reserves the right to complete such analyses and records as are necessary to place its files in order and, where considered by it necessary to protect its professional reputation, to complete a report on the work performed to date. A termination charge to cover the cost thereof in an amount not to exceed 30% of all charges incurred up to the date of the stoppage of the work may, at the discretion of Dames & Moore, be made.

### 2.0 WARRANTY AND LIABILITY

- 2.1 Dames & Moore warrants that its services are performed, within the limits prescribed by its Clients, with the usual thoroughness and competence of the consulting profession, in accordance with the standard for professional services at the time those services are rendered. No other warranty or representation, either expressed or implied, is included or intended in its proposals, contracts, or reports.
- 2.2 Dames & Moore's liability shall be limited to injury or loss caused by the negligence of Dames & Moore, its subcontractors, and/or agents hereunder. Dames & Moore has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions.
- 2.3 Dames & Moore's liability for injury or loss arising from (1) professional errors or omissions and/or (2) radiation, nuclear reaction, or radioactive substances or conditions; and/or (3) any other toxic, irritant, pollutant, or waste gases, liquids, or solid materials shall not exceed \$5,000 or our fee, whichever is greater.
- 2.4 Dames & Moore's liability for injury or loss arising from comprehensive general and automobile exposures shall not exceed \$100,000.
- 2.5 Increased liability limits may be negotiated upon client's written request, prior to commencement of services, and agreement to pay an additional fee.
- 2.6 The Client agrees to defend, indemnify, and hold Dames & Moore harmless from any claim, liability, or defense cost in excess of the limits determined above for injury or loss sustained by any party from exposures allegedly caused by Dames & Moore's performance of services hereunder.
- 2.7 In the event the Client makes a claim against Dames & Moore, at law or otherwise, for any alleged error, omission or other act arising out of the performance of its professional services, and to the extent the Client fails to prove such claim, then the Client shall pay all costs, including attorney's fees, incurred by Dames & Moore in defending itself against the claim.



# DAMES & MOORE

A PROFESSIONAL LIMITED PARTNERSHIP

POINTE CORPORATE CENTRE, 7500 NORTH DREAMY DRAW DRIVE, SUITE 145  
PHOENIX, ARIZONA 85020 (602) 371-1110

November 1, 1989

Mr. Ronald R. Short  
General Manager  
A.F. Budge (Mining) Limited  
4301 N. 75th Street, Suite 101  
Scottsdale, Arizona 85251

Dear Mr. Short:

I have enclosed a copy of Dames & Moore's fatal-flaw report for the proposed Korn Kob Mine project in Pima County, Arizona. At this stage of project planning, no fatal flaws have been identified. Issues and concerns which may warrant further investigation include water resources and access plans. The report describes these and other issues.

As you know, representatives of the Coronado National Forest met with us at the project site on October 23, 1989. This field visit served the purposes of our originally proposed meeting with the Forest Service. The Safford District of the BLM has only peripheral interest in the project since lands involved do not include any under BLM surface management. Therefore, BLM representatives saw no need to meet with us or visit the site.

Mr. Bill Lewis is the Forest Service representative assigned to this project. He was interested in the project review we conducted, and I have summarized our identification of issues for him over the telephone. He did ask whether he would be receiving a copy of the fatal-flaw report. I told him that you would have to make that decision. Mr. Lewis rightly pointed out that the report would have to become part of the public record if it is transmitted to him; he also stated that he would certainly understand if you wanted to keep this report out of the public record. As we discussed at project start-up, my recommendation would be to keep the fatal-flaw review off the record at this preliminary stage of project development.

When you have reviewed the report, I will be happy to meet with you and discuss any questions you may have. As stated in the report, information on timeframes and costs are very rough and preliminary; still, they should provide a general context for evaluating permit and development scenarios.

We hope this project review will substantively add to your overall decision-making process for the Korn Kob Mine project.

Sincerely,

Lucy H. Bowen  
Project Manager

Enclosure



**DAMES & MOORE**

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PROPOSAL TO CONDUCT  
A FATAL-FLAW ANALYSIS  
FOR THE KORN KOB  
MINE PROJECT

September 29, 1989

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**Dames & Moore**





# DAMES & MOORE

A PROFESSIONAL LIMITED PARTNERSHIP

POINTE CORPORATE CENTRE, 7500 NORTH DREAMY DRAW DRIVE, SUITE 145  
PHOENIX, ARIZONA 85020 (602) 371-1110

September 29, 1989

Ms. Carole A. O'Brien  
Coordinator  
A.F. Budge (Mining) Limited  
4301 N. 75th Street  
Suite 101  
Scottsdale, AZ 85251

Dear Ms. O'Brien:

Dames & Moore appreciates this opportunity to provide A.F. Budge (Mining) Limited with a fatal-flaw analysis of your proposed Korn Kob Mine in Pima County, Arizona. We will bring extensive and directly relevant experience to this analysis, and will provide Budge with a comprehensive, cost-effective, and timely review of the project.

In this proposal, we have outlined our proposed scope of work, schedule, and estimated costs. We have also included a representative summary of our relevant work experience, and curricula vitae for key personnel who would be assigned to this project.

### Scope of Work

The fatal-flaw analysis is a crucial element in your decision-making process. Therefore, we believe that the analysis must be made within a broad context of overall project and procedural understanding. We will provide Budge the information you need for making project plans and decisions. Specifically, we will:

- Identify and examine any potential "project stoppers" or fatal flaws, and provide recommendations on potential solutions or alternatives, as appropriate.
- Identify areas of critical concern, and provide information on the feasibility and practicality of mitigation, avoidance or alternatives, as appropriate.
- Determine regulatory procedures, documents, and timeframes that will be required by the involved agencies for project permitting. We believe this information is also critical, because it could expose potential "procedural fatal flaws" (e.g., permit schedule).

We will accomplish the analysis in three steps:

1. Review existing data.
2. Conduct a site reconnaissance.
3. Meet with involved federal agencies.



Ms. Carole A. O'Brien  
September 29, 1989  
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First we will review existing data relevant to the project site. This will include in-house environmental data, project development data provided by Budge, and in-house agency documents such as the Coronado National Forest Plan. Members of the project team will then conduct a site reconnaissance to assess the presence of potentially fatal flaws or significant problems, and to evaluate the potential for avoiding or mitigating such problems.

We also propose to meet with the Coronado National Forest and the Safford District of the Bureau of Land Management (BLM). This meeting will provide information on issues and concerns, and will allow us to determine the agencies' requirements and permit timeframes for this project.

Based on our discussions with you and our experience with Arizona mining, we anticipate that project concerns will be focused on a few key areas.

Biological resource concerns will include threatened, endangered, and special-status species and the riparian habitat along the project site. Water resource concerns will also be examined carefully, and may include the issue of water rights. (We will look to Budge for further direction on the extent of any water rights investigation, as discussed with S. Stewart and you on September 28, 1989). Cultural resource issues to be assessed will include both prehistoric and historic sites potentially affected by the proposed mining operation. We will also evaluate any potential for geotechnical hazards, access issues, potential conflicts with other forest uses, and potential visual/aesthetic concerns regarding area recreation and wilderness resources.

Our project team consists of a manager and a number of resource specialists from our Tucson and Phoenix offices. Lucy Bowen, a senior project manager, will direct the fatal-flaw analysis. Principal investigators for key resource areas will be as follows:

E. Linwood Smith, PhD:	Biological Resources
G. Jim Geiser:	Hydrology
Barbara Murphy:	Geotechnical Evaluation
A.E. Rogge, PhD:	Cultural Resources
Mark Perryman:	Land Use and Visual Resources

We have attached curricula vitae for these individuals. Should other issues arise in the course of our study, we have additional staff available with experience in all aspects in environmental permitting, mine development, and reclamation.

### Schedule and Estimated Costs

Dames & Moore will provide Budge with a written report summarizing the findings and recommendations from our analysis. For purposes of this proposal, we assume that this work would begin no later than October 9, 1989. We will complete the fatal-flaw analysis on or before October 30, and provide five copies of the report to Budge.

In estimating our costs, we have assumed one combined meeting with the Coronado National Forest and Safford BLM personnel. In our experience, it is important that these two agencies meet with us at the same time to avoid any conflicting direction or information. We have also assumed one site visit for all resource specialists.



Ms. Carole A. O'Brien  
September 29, 1989  
Page 3

Based on our proposed scope of work, we have estimated that our costs for the fatal-flaw analysis will be \$7,580. At this time, we have not included costs for extensive water rights work; however, we can provide this service to Budge if desired.

### Representative Work Experience and Qualifications

Dames & Moore is an international consulting firm with a 50-year history of providing quality consulting services. We owe our reputation in the consulting industry to a long-standing policy of working hard to provide technically sound, cost-effective professional services that meet the needs of our clients. Dames & Moore has a tremendous backlog of experience with the National Environmental Policy Act (NEPA), with the Forest Service and BLM procedures and personnel in Arizona and throughout the west, and with the issues and concerns regarding mining.

Dames & Moore was one of the first consulting firms to prepare an environmental report under requirements of the National Environmental Policy Act of 1969. Our experience in interdisciplinary environmental analyses specifically directed to NEPA dates back to June 1970. Since then, Dames & Moore has conducted over 1,500 baseline and environmental impact assessments for a wide variety of industrial projects, including mines, mills, waste disposal facilities, power plants, petroleum processing facilities, pipelines, dams, and reservoirs. We have undertaken consulting assignments for both private and public entities, and for federal, state, and local resource and regulatory agencies.

Attachment 1 provides a representative listing of Dames & Moore's mining experience. Our current mining work includes preparing the federal EIS for the Fence Lake Coal Lease in New Mexico, preparing reclamation and closure plans for a mine in Colorado, and conducting the environmental analysis for a gold mine in Nevada.

We have worked extensively with the Forest Service and BLM in Arizona and throughout the western states. We are thoroughly versed in the procedures, policies, and document requirements of these agencies. Attachment 2 lists the National Forests and BLM offices that we have worked with in Arizona. Much of this work has been conducted under third-party contracts with these federal land management agencies.

Our environmental permitting and planning work in Arizona has included numerous projects in Pima County. Through this experience, we understand area issues, and have worked with key stakeholders in both public and private agencies and organizations in the county. Two of our most recent projects in Pima County included extensive agency and public involvement programs.

In 1988, we completed the Arizona Statewide Comprehensive Outdoor Recreation Plan (SCORP) for the Arizona State Parks Board. A steering committee was formed for the project and was chaired by a Pima County representative. We worked extensively with the Pima County Board of Supervisors, the Arizona Outdoor Recreation Resource Coordinating Council, the Pima County Department of Highways, the National Park Service, Coronado National Forest, and the Safford and Phoenix districts of BLM. Public meetings were held in Tucson and throughout the state. Public involvement programs included participation and plan review by numerous environmental and special-interest groups in Tucson and throughout Arizona.



Ms. Carole A. O'Brien  
September 29, 1989  
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In August of this year, we also completed the Eastern Pima County Trail System Master Plan for the Pima County Parks and Recreation Department. The project task force included representatives from the same groups mentioned above for SCORP. Like the SCORP project, the trails project also involved a substantial public involvement program throughout eastern Pima County.

In summary, Dames & Moore has a long-standing record of excellence in environmental permitting and compliance work. We believe that our experience in Pima County and our significant work history in mining and NEPA compliance makes us extremely well qualified to conduct the fatal-flaw analysis for the Korn Kob Mine project. We hope you agree, and we look forward to working with you on this endeavor.

Sincerely,

Lucy Bowen  
Environmental Services Manager  
Southwest Operations

Attachments

**ATTACHMENT I  
SELECTED DAMES & MOORE  
ENVIRONMENTAL EXPERIENCE FOR MINING PROJECTS**

<u>Owner</u>	<u>Service</u>	<u>Location</u>
American Mine Services, Inc.	Environmental Regulation Research and Documentation for Silver Mining	Arizona
American Smelting and Refining Company	Air Quality and Diffusion Analysis Studies and Third - Party EIS (Washington State) for Copper Smelter	Washington
Anaconda Minerals Co.	Study of Potential Subsurface Effluent Flow and Development of Mining and Reclamation Plan for Bluewater Uranium Mill and Jackpile Paguete Mine	New Mexico
	Phase I Evaluation of Alternative Sites for a Proposed Copper Processing Facility. Issues Included Available SO2 Increments and Water	Gulf Coast Region
	Evaluation of Long-Term Effects of Pit Backfilling on Water Table Recovery and Ground Water Quality in Support Of Detailed Reclamation Plan	New Mexico
Anamax Mining Company	Investigation, Analysis, and Design for Tailing Discharge System for Twin Buttes Copper Mine and Mill	Arizona
Arizona Public Service	ER for a Coal Mine and Limestone Quarry	Utah
Bear Creek Mining Co.	Environmental Impact Study, Aquatic Ecological Studies for Planned Open Pit Copper Mine	Wisconsin

Attachment 1 (continued)

<u>Owner</u>	<u>Service</u>	<u>Location</u>
Casa Grande Copper Company	Environmental Assessment for Proposed Underground Copper Mine and Mill	Arizona
Canadian Dept. of Energy, Mines and Resources	Preparation of a Guide to the Appraisal and Evaluation of the Impact of Open Pit Mining on the Environment and Preparation of an Environmental Case History	Canada
Carlin Gold Mining Company	Third-party EA for BLM on Proposed Land Exchange, Open-Pit Gold Mine, Extraction of Gold by Cyanide Process, and Waste Disposal Facilities	Nevada
Cities Service Co.	Hydrologic Studies and Development of Mine Drainage Plan for Open Pit Copper Mine	Tennessee
Coastal States Energy Co.	Preliminary Environmental and Engineering Studies and Preparation of NPDES Permit Application for Sufco Coal Mine	Utah
Cyprus Bagdad Copper Company	Environmental Improvement Project on Boulder and Copper Creeks for Cyprus Bagdad Copper Mine	Arizona
	Environmental Impact Report for Expansion of Open Pit Copper Mine in Yavapai County	Arizona
Cyprus Mines Corp.	Baseline Water Quality Studies for Pilot Leaching Plant	Arizona
	EA for Open Pit Copper Mine and Leaching Plant	Arizona

Attachment 1 (continued)

<u>Owner</u>	<u>Service</u>	<u>Location</u>
Duval Corp.	Preparation of Mining and Reclamation Plan for Environmental Report for Potash Mine	New Mexico
Earth Resources Company	Investigation, Design, and Inspection of Tailing Dam at Open Pit Copper Mine and Mill	New Mexico
Energy Fuels, Ltd.	Baseline Environmental and Mine Permit for surface coal mine. Provided data for BLM's EIS	Colorado
Energy Fuels Nuclear	Baseline Environmental Investigations for Proposed Uranium Mines in BLM Arizona Strip District (North of Grand Canyon)	Arizona
	Third-Party EA for BLM on Proposed Land Exchange for White Mesa Uranium Project	Utah
Exxon Minerals	Comprehensive Environmental and Geotechnical Investigations for Proposed Large Copper Mine and Mill	Wisconsin
Hanna Mining Company	ER for Proposed Underground Copper Development	Arizona
Kennecott Copper Corporation	Comprehensive Water Management Plan and Computer Model to Control Contamination of Surface and Ground Water by Acidic Dump Leaching Solutions at Large Open Pit Copper Mine (Bingham Copper Mine)	Utah
	Ground Water and Surface Water Modeling and Contaminant Control Investigation at Chino Copper Mine, Mill and Smelter	New Mexico

## Attachment 1 (continued)

<u>Owner</u>	<u>Service</u>	<u>Location</u>
Kerr McGee Nuclear Corp.	Ground-water Contamination Study for Uranium Mine and Mill	New Mexico
Lacanex Mining Co., Ltd.	EA for Open Pit Gold Mine	Nevada
Mobil Oil Corporation Pacific Partners	Third-party EIS for BLM on Two Separate Oil Shale Mining and Processing Projects	Colorado
Monsanto Chemical Company	Visual Assessment and Reclamation Plan for Open-pit Phosphate Mine	Idaho
Montana Dept. of State Lands	State of Montana EIS for Surface Coal Mine Expansion	Montana
Occidental Minerals	Hydrologic Studies for In Situ Leach Feasibility Study of Deep Fractured Copper Ore Body	Arizona
Phillips Petroleum Co.	ER for Uranium Mine and Mill	New Mexico
Pittsburg & Midway Coal Mining Co.	ER for McKinley Coal Mine Expansion	New Mexico
Salt River Project	EIS for lease of 10,000 acres of federal coal near Fence Lake	New Mexico
Salt River Project	Reclamation plan and annual monitoring of Fence Lake No. 1 Mine	New Mexico
Sunbelt Mining Co.	Recreation and Visual Assessment of Proposed Coal Mine near Bisti Wilderness Study Area	New Mexico
Superior Oil Company	EA for In Situ Copper Leaching Experiment	Arizona
Vekol Copper Mining Company	EIA for Proposed Open Pit Copper Mine and Mill. Issues Included Impacts on Water Quality and Supplies, Socioeconomics, Air Quality, and Desert Ecosystem	Arizona

Attachment I (continued)

<u>Owner</u>	<u>Service</u>	<u>Location</u>
Utah International, Inc.	Visual Assessment of Coal Mining Activities at Alton East Coal Field on Bryce Canyon National Park	Utah
U.S. Borax	Third-party EIS for Forest Service on proposed Molybdenum Mine in Misty Fjords National Monument	Alaska
Western Energy Co.	EIS for Colstrip Surface Coal Mine	Montana

**ATTACHMENT 2  
DAMES & MOORE'S EXPERIENCE WITH  
NATIONAL FORESTS AND BLM OFFICES IN ARIZONA**

<u>National Forests</u>	<u>BLM Offices</u>
Coronado	Safford
Coconino	Phoenix
Prescott	Yuma
Kaibab	Arizona Strip
Tonto	
Apache-Sitgreaves	

**CURRICULA VITAE  
FOR  
KEY PERSONNEL**