

State of New Mexico
Energy, Minerals and Natural Resources Department
99 Budget Fiscal Year
Purchase/Commitment Review Form

10/22/98
16:40:27

CHARLIE

TO BE BID

BI1111 Doc Type R

Control Number 71750

Vendor
Name
and
Address

Input by:
DPHILLIPS
10/22/98

Reviewed

LL

Vendor TIN 77777 Vendor Type E CRS Cert Sent 05/12/92
Contact DOROTHY PHILLIPS

505/827-7137

Desc Well Plugging- McKinley County

Ship to

OCD

2040 SOUTH PACHECO

SANTA FE, NM 87505

Invoice to

OCD STATE LAND OFFICE BLDG, RM
2040 SOUTH PACHECO

SANTA FE, NM 87505

DFA
Line
Number

Object

LGFS-Org

Amount

Enc Nbr

01

0522

2501

105,000.00

Total

105,000.00

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Article and Description</u>	<u>Unit Price</u>	<u>Amount</u>
1			INVITATION FOR BIDS (IFB): for well plugging and well-site restoration and remediation work on seven (7) <u>Woosley Oil Co.</u> abandoned wells and/or well sites in McKinley County.	105,000.0000	105,000.00

This is not an encumbering document. It is to advertise IFB only.

Total 105,000.00

RECEIVED
NOV 1 1998
OIL CON. DIV.
DIST. 3

**NEW MEXICO ENERGY MINERALS AND NATURAL
RESOURCES DEPARTMENT**

**OIL CONSERVATION DIVISION
INVITATION FOR BIDS**

The New Mexico Oil Conservation Division ("Division") has issued an Invitation for Bids for the plugging/remediation/restoration of the following abandoned oil and gas well(s)/well site(s):

OPERATOR	WELL NAME	LOCATION	COUNTY
Woosley Oil Co.	Santa Fe Energy Well No. 1	Unit P-8-19N-06W	McKinley County
Woosley Oil Co.	Santa Fe Energy Well No. 2	Unit A-17-19N-06W	McKinley County
Woosley Oil Co.	State Well No. 1	Unit D-16-19N-06W	McKinley County
Woosley Oil Co.	State Well No. 2	Unit C-16-19N-06W	McKinley County
Woosley Oil Co.	State Well No. 3	Unit A-16-19N-06W	McKinley County
Woosley Oil Co.	Ptasynski Well No. A-1	Unit I-11-19N-05W	McKinley County
Woosley Oil Co.	Ptasynski Well No. A-2	Unit J-11-19N-05W	McKinley County

Responsible bidders are invited to submit turnkey bids to plug/remediate/restore these well(s)/well sites in accordance with plugging/remediation/restoration procedures established by the Division. Sealed bids must be submitted to the Purchasing Division on or before **December 1, 1998.**

The Invitation for Bids, including information about the current condition of the well(s)/well site(s) and the plugging/remediation/restoration procedures, as well as required bid forms are available from Dorothy Phillips at the Division's Santa Fe Office: 2040 South Pacheco, Room 402, Santa Fe, NM 87505, Phone: (505)827-7137; or from the contact person.

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RESOURCES DEPARTMENT**

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The Division's contact person for this IFB is:

Contact Person:	Charlie Perrin
District Office:	Aztec District Office
Address:	1000 Rio Brazos Road
City and State:	Aztec, NM 87410
Phone:	(505) 334-6178 Ext. 16

NOTICE: This Invitation for Bids may be cancelled or any and all bids may be rejected in whole or in part when it is in the best interest of the State of New Mexico.

The Procurement code, Sections 13-1-28 through 13-1-199, N.M.S.A. 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

INSTRUCTIONS TO BIDDERS

The New Mexico Oil and Gas Act, §§70-2-37 & 38, establishes the Oil and Gas Reclamation Fund under the administration of the New Mexico Oil Conservation Division (OCD) of the Energy, Minerals and Natural Resources Department (EMNRD). The fund may be used to plug oil and gas wells and remediate/restore well sites which have been abandoned without being properly plugged/remediated/restored by the operator.

EMNRD-OCD is, by this Invitation for Bids (IFB), soliciting bids from responsible, qualified bidders to perform the plugging/remediation/restoration operations on one or more wells/well sites in accordance with the plugging/remediation/restoration procedure(s) which are included in the IFB. If more than one well/well site, the bid shall both state a total for all wells/well sites as well as set forth the amount for each individual well/well site. Bidders are advised that responsive bids are invited from both profit-making and non-profit organizations. EMNRD is an affirmative action and equal opportunity employer. The handicapped, minorities, veterans and women are encouraged to apply.

The deadline for the receipt of bids is no later than **December 1, 1998**. One (1) copy each of the three Bid Form pages only, with original signature, must be received and stamped in at the State Purchasing Division, Room 2016, Joseph M. Montoya Building, 1100 St. Francis Drive, Santa Fe, New Mexico 87505 (505/827-0472). Bids in response to this IFB will be opened publicly at 2:00 p.m., **December 4, 1998**, at the State Purchasing Division, Room 2016, Joseph M. Montoya Building, 1100 St. Francis Drive, Santa Fe, New Mexico 87505. The name of each bidder and the lump sum of each bid will be announced.

The Contract Time for project completion shall be no later than ninety (90) calendar days after the Contractor receives via certified mail a Notice to Proceed, including all Sundays, holidays and non-work days.

An abstract of the bids may be available for public inspection from the Purchasing Division on request. Those portions of any bid for which a Bidder has made a written request for confidentiality, and the EMNRD-OCD Director has made a finding which concurs in that confidentiality, shall be withheld from public inspection.

IMPORTANT —

BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE WITH THE INVITATION FOR BIDS NUMBER AND THE OPENING DATE CLEARLY INDICATED ON THE BOTTOM LEFT HAND SIDE OF THE FRONT OF THE ENVELOPE.

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

INVITATION FOR BIDS

Eid Identification Number:

Eid Opening Date and Time: **December 4, 1998 at 2:00 p.m.**

Bids are sought for plugging/remediating/restoring the following wells(s)/well site(s) pursuant to the attached procedure for each well/well site:

OPERATOR	WELL NAME	LOCATION	COUNTY
Woosley Oil Co.	Santa Fe Energy Well No. 1	Unit P-8-19N-06W	McKinley County
Woosley Oil Co.	Santa Fe Energy Well No. 2	Unit A-17-19N-06W	McKinley County
Woosley Oil Co.	State Well No. 1	Unit D-16-19N-06W	McKinley County
Woosley Oil Co.	State Well No. 2	Unit C-16-19N-06W	McKinley County
Woosley Oil Co.	State Well No. 3	Unit A-16-19N-06W	McKinley County
Woosley Oil Co.	Ptasynski Well No. A-1	Unit I-11-19N-05W	McKinley County
Woosley Oil Co.	Ptasynski Well No. A-2	Unit J-11-19N-05W	McKinley County

§70-2-38, N.M.S.A. 1978, GRANTS TO THE CONTRACTOR SALVAGE RIGHTS IN THE EQUIPMENT OR MATERIAL REMOVED FROM THE WELL/WELL SITE. THE DIVISION MAKES NO REPRESENTATION AS TO RIGHT, TITLE OR OWNERSHIP OF ANY EQUIPMENT OR MATERIAL.

The New Mexico Oil Conservation Division hereinafter referred to as the EMNRD-OCD is soliciting TURNKEY bids for the purpose of plugging/remediating/restoring the referenced well(s)/well site(s) as per the plugging/remediation/restoration procedure that follows. If more than one well/well site, the bid shall set forth an amount for each individual well/well site as well as the total for all wells/well sites. The turnkey bid shall include any well site preparation, access to and egress from the well site including any road building or special access problems. Turnkey

bids shall include site cleanup as specified. An hourly rate for some basic services is also requested along with some other basic unit costs. Bids will be awarded to the lowest and/or the best turnkey bidder capable of performing services as specified. **ONE COPY EACH OF THE THREE BID FORM PAGES ONLY, WITH ORIGINAL SIGNATURE AFFIXED, SHALL BE SUBMITTED.**

Please contact the EMNRD-OCD Contact Person listed below prior to submitting your bid:

Charlie Perrin
Aztec District Office
1000 Rio Brazos Road
Aztec, New Mexico 87410
Telephone (505) 334-6178 Ext. 16

ALTERNATE PROCEDURE PROVISIONS

1. If changes in procedures are initiated by the EMNRD-OCD that will require time, materials, equipment or supplies beyond those required by the original turnkey procedure, charges for these will be paid by the EMNRD-OCD based on the Supplemental Bid Rates.
2. Should there be charges above those required by the original turnkey procedure that are not covered by the "Supplemental Bid Rate Schedule", these charges must be competitive with area vendor prices. These may be billed as Third Party charges if not supplied by the primary contractor.
3. If changes in procedures are initiated by the EMNRD-OCD that will require less time, materials, equipment or supplies than those required by the original turnkey procedure, the EMNRD-OCD reserves the right to revert to hourly charges plus actual cost for materials, supplies and equipment used for the work performed. Minimum payment will not be less than twenty-five percent of the original turnkey bid.
4. If problems are encountered which could not be reasonably foreseen by a review of the EMNRD-OCD records and an on-site inspection, the contractor will be required to make a reasonable and good faith effort to resolve these problems under the turnkey provisions. If these reasonable efforts fail, any time, materials, equipment or supply costs required to correct these problems will be billed to the EMNRD-OCD in addition to the turnkey price based on the Supplemental Bid Rates. The EMNRD-OCD reserves the right to discard the turnkey bid and to be billed solely at the Supplemental Bid Rates if it is determined that the problem is unresolvable or cost prohibitive. Minimum payment will not be less than twenty-five percent of the turnkey bid.
5. A "Third Party" charge is defined as charges for goods, services or equipment furnished by a company or individual other than the primary vendor. All Third Party charges must be billed to the primary vendor. The primary vendor should include in his bill to the EMNRD-OCD a listing of all Third Party charges supported by invoices and field tickets from the Third Party vendors, unless the charges are covered by the supplemental bid data. In that case, listing the charge on the invoice is the only requirement. No service charge will be paid by the EMNRD-OCD for the handling of Third Party charges. Failure to timely pay Third Party vendors may result in removal from the state funded-plugging/remediation/restoration bid list.
6. Under no circumstances will the EMNRD-OCD pay travel allowances or crew per diem.

General information

- A. The EMNRD-OCD will provide an authorized representative on location to monitor activities and ensure that all applicable EMNRD-OCD rules are complied with.

B. The successful bidder will be required to move on location and begin plugging/remediation/restoration within the time specified in the NOTICE TO PROCEED which will be issued after the contract is awarded, provided, however, that the EMNRD-OCD may grant an extension if the contractor is unable to proceed because of weather or site conditions or for other good cause shown. Should the successful bidder fail to proceed in accordance with this provision, the EMNRD-OCD reserves the right to withdraw the award and use the second lowest and best bidder capable of performing services as specified.

C. A contractor must provide evidence of adequate insurance at the time of the bid. Successful bidder must furnish a current CERTIFICATE OF INSURANCE naming the *State of New Mexico, Oil Conservation Division* as "Additional Insured", "Co-insured", or "Certificate Holder" prior to actual award of the contract.

D. If the contract is more than \$25,000, pursuant to Section 13-4-18, NMSA 1978 the successful bidder must provide both (i) a Performance Bond and (ii) a Labor and Materials Bond in the amount of the contract as well as comply with the attached Minimum Wage Rate Decision issued by the New Mexico Department of Labor.

E. Contractor's personnel will be expected to observe prudent safety practices at all times. Contractor will hold the EMNRD-OCD harmless from any and all loss caused by contractor's negligence or omission.

F. If for any reason this Invitation for Bids ("IFB") requires further amendment, such amendments shall be sent to all prospective bidders. Each bidder shall be required to acknowledge the receipt of any amendments on the amendment form. If such amendments become necessary, they shall be distributed in a reasonable time to allow bidders to consider the amendment in preparation of their bid.

G. Bids must be received at the Purchasing Division in Santa Fe by the time and date shown above. Late bids will not be considered. Any changes to the bid document must be initialed and dated by the individual making the changes. Any bid received with changes not dated and initialed will be rejected.

H. The provisions of this invitation to bid and all attachments hereto shall become terms and conditions of the contract between EMNRD-OCD and the successful bidder.

I. The EMNRD-OCD reserves the right to reject any or all bids for any reason.

WELL INFORMATION AND PLUGGING/REMEDIATION/RESTORATION PROCEDURE

SUMMARY WELL DATA

The information herein is taken from EMNRD-OCD well files. The bidder is responsible for obtaining all available data including a review of such files, on-site inspection and any other sources. The bidder should contact the EMNRD-OCD Contact Person listed prior to bid submission.

Failure to review available information will not justify implementing Supplemental Bid Rates or a contract modification or termination.

SURFACE CASING:

INTERMEDIATE CASING: N/A

PRODUCTION CASING:

TUBING:

OTHER INFORMATION:

PLUGGING/REMEDIATION/RESTORATION PROCEDURE
including site preparation and cleanup

ATTACHED

INFORMATION CONCERNING WOOSLEY OIL COMPANY WELLS

The two Ptasynski wells are already plugged.

Major surface cleanup expenses will be involved for the battery for the State #1, #2 and #3 wells. Two 300-barrel tanks have been leaking. A 20-foot vertical separator is to be removed. Any tank bottoms must be removed and the soil cleaned up by removal or land farmed on site. There is a major pit cleanup at this battery where oil has consistently been on the produced water earthen pit. Some minor cleanup will be necessary at an adjacent stock-watering pit.

A second area of surface cleanup will be at the Santa Fe Energy well #1 in Unit P, Section 8, T-19-N, R-6-W. There is a production tank at this site associated with a 20-foot vertical separator that has been leaking. Some hydrocarbon contamination is associated with the drilling pit that was used to dispose of produced water at this location.

Two bids should be submitted: one with on-site remediation and one with removal and transportation to and treatment at a commercial land farm.

OPERATOR WOOSLEY OIL CO		PROPERTY NAME SANTE FE ENERGY	WELL NO. 1
DATE 8-9-95	LOCATION ULSTR) P-8-19N-06W	FOOTAGE 330 FSL & 330 FEL	
API NO. 30-031-20795		POOL STAR MESAVERDE	

Tops

PICTURE CLIFF 260 FT.

CLIFFHOUSE 1683 FT.

MENEFEE 1791 FT.

POINT LOOKOUT 2146 FT.

CASING RECORD:
7 INCH 61 FT. CIRCULATED

4 1/2 INCH 10.5 # 2229 FT. 6 1/4 INCH HOLE
210 SXS.

PERFS. 1496 FT. - 1995 FT.

61'
7'
circ.

297 Ft.
Estimated
T.O.C.

1496'

Perf.

1995'

2229'
4 1/2"

8

PLUGGING PROCEDURE

Woosley Oil Co.
Sante Fe Energy #1
P-08-19N-06W
30-031- 20795

Presumed downhole conditions and equipment
See attached schematic

Pull all production equipment and nipple up BOP

1. Go in hole with tbg. and set a plug from 1758 ft. to 1446 ft. WOC & tag cement.
2. Load hole with 8.4 lb. 40 visc. Mud and test casing.
3. Pull tbg. & GIH with wireline & perf. two holes at 310 Ft.
4. Establish rate through perfs & out the BH. If nocirculation is established pump a 100 ft. Plug& 100% excess outside the perfs & displace cement to 235 ft. inside the 4 ½ csg. WOC & tag cement at 235 ft.
5. If circulation is not established GIH with wireline and perforate at 111 feet. Bullhead cement down 4 ½ casing and circulate cement.
6. Top off csg. with cement and set a dry hole marker.
7. Restore location .

PLUGGING PROCEDURE

Woosley Oil Co.
Sante Fe Energy #2
A-17-19N-06W
30-031- 20845

Presumed downhole conditions and equipment
See attached schematic

Pull all production equipment and nipple up BOP

1. Go in hole with tbg. and set a plug from 1815 ft. to 1665 ft. WOC & tag cement.
2. Load hole with 8.4 lb. 40 visc. Mud and test casing.
3. Pull tbg. & GIH with wireline & perf. two holes at 642 Ft.
4. Establish rate through perfs. If casing test was O.K. go to step 5 if not run a retainer & pump cement through retainer.
5. Bullhead cement down 4 ½ csg. Pump sufficient cement to cover 100 ft. Plus 100 % excess outside of pipe & leave cement inside pipe to 492 ft. WOC & tag cement at 492 ft.
6. GIH with wireline to 110 ft. & perf. two holes. Bullhead cement down 4 ½ csg. & circulate out the BH.
7. Top off csg. with cement and set a dry hole marker.
8. Restore location .

OPERATOR

PROPERTY NAME

WELL NO.

WOOSLEY OIL CO

STATE

1

DATE

LOCATION ULSTR)

FOOTAGE

8-9-95

D-16-19N-06W

330 FNL & 330 FWL

API NO.

POOL

30-031-05318

WILDCAT MESAVERDE

Tops

PICTURE CLIFF 534 Ft.

CLIFFHOUSE 1739 Ft.

MENELEE 1847 FT.

POINT LOOKOUT 2202 FT.

CASING RECORD:

9 5/8 INCH 122 FT. CIRCULATED

5 1/2 INCH 2270 FT. 7 7/8 INCH HOLE

100 SXS.

PERFS. 2174 FT. - 2184 FT.

122'
9 5/8"
CIRC.1700'
Est.
Top
of
cement5 1/2"
2270'

(16)

PLUGGING PROCEDURE

Woosley Oil Co.
State # 1
D-16-19N-06W
30-031-05318

Presumed downhole conditions and equipment
See attached schematic

Pull all production equipment and nipple up BOP

1. Go in hole with tbg. and set a plug from 1814 ft. to 1664 ft. WOC & tag cement.
2. Load hole with 8.4 lb. 40 visc. Mud and test casing.
3. Pull tbg. & GIH with wireline & perf. two holes at 609 Ft.
4. Establish rate through perfs & try to circulate. If no circulation is established pump 44 sacks through perfs & leave 17 sxs. above perforations. WOC & tag cement at 459 ft.
5. GIH with wireline and perforate at 172 feet. Bullhead cement down 4 ½ casing and circulate cement out the BH.
6. Top off csg. with cement and set a dry hole marker.
7. Restore location .

PLUGGING PROCEDURE

Woosley Oil Co.
Sate # 2
C-16-19N-06W
30-031-20543

Presumed downhole conditions and equipment
See attached schematic

Pull all production equipment and nipple up BOP

1. Go in hole with tbg. and set a plug from 1815 ft. to 1665 ft. WOC & tag cement.
2. Load hole with 8.4 lb. 40 visc. Mud and test casing.
3. Pull tbg. To 607 ft. & spot a plug from 607 ft. to 457 ft.
4. Pull tbg. & GIH with wireline & perf. two holes at 44 Ft.
5. Pull out of hole with wireline & bullhead cement down 4 ½ csg. & circulate cement to the surface.
6. Top off csg. with cement and set a dry hole marker.
7. Restore location .

2

OPERATOR WOOSLEY OIL CO		PROPERTY NAME STATE	WELL NO. 3
DATE 8-9-95	LOCATION ULSTR) A-16-19N-06W	FOOTAGE 330 FNL & 990 FEL	
API NO. 30-071-20562		POOL MESAVERDE	
Tops			
PICTURE CLIFF 534 FT.			
CLIFFHOUSE 1742 FT.			
MENELEE 1890 FT.			
POINT LOOKOUT 2205 FT.			
CASING RECORD: 7 INCH 32 FT. CIRCULATED			
4 1/2 9.5 # 2214 FT. 6 1/4 INCH HOLE			
260 SXS. CALCULATED TOP CIRC.			
PERFS. 2132 FT. - 2146 FT.			

32'
7"
CIRC.

2132'
Perf.
2146'

2214'
4 1/2
CIRC

25

PLUGGING PROCEDURE

Woosley Oil Co.
State # 3
A-16-19N-06W
30-031- 20562

Presumed downhole conditions and equipment
See attached schematic

Pull all production equipment and nipple up BOP

1. Go in hole with tbg. and set a plug from 1817 ft. to 1667 ft. WOC & tag cement.
2. Load hole with 8.4 lb. 40 visc. Mud and test casing.
3. Pull tbg. To 609 ft. & spot a plug to 459 ft.
4. Pull tbg. To 82 ft. & spot a plug to the surface.
4. Top off csg. with cement and set a dry hole marker.
5. Restore location .

26

OPERATOR WOOSLEY OIL CO		PROPERTY NAME PTASYNSKI		WELL NO. A - 1
DATE 8-9-95	LOCATION ULSTR) I-11-19N-05W		FOOTAGE 2310 FSL & 330 FEL	
API NO. 30-031-20839		POOL BLUE MESA MESAVERDE		
Tops		<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;">Calc. Top 2055 2142 Surf.</div> <div style="border-left: 1px solid black; border-right: 1px solid black; height: 100px; position: relative;"> <div style="position: absolute; top: 0; right: 0; text-align: right;"> 2055' Perf. 2142' 2142' </div> </div> </div>		
LEWIS	SURFACE			
CLIFFHOUSE	1090 FT.			
MENEFEE	1157 FT.			
POINT LOOKOUT	2055 FT.			
CASING RECORD: 7 INCH 94 FT. CIRCULATED 4 1/2 INCH 9.5 # 2142 FT. 6 1/4 INCH HOLE ??? SXS. WELL FILE SHOWS CIRC. PERFS. 2058 FT. - 2102 FT.				

PLUGGING PROCEDURE

Plugged

Woosley Oil Co.
Ptasynski A-1
I-11-19N-05W
30-031- 20839

Presumed downhole conditions and equipment
See attached schematic

Pull all production equipment and nipple up BOP

1. Go in hole with tbg. and set a plug from 1667 ft. to 1517 ft. WOC & tag cement.
2. Load hole with 8.4 lb. 40 visc. Mud and test casing.
3. Pull tbg. To 114 ft. & spot a plug to the surface.
4. Top off csg. with cement and set a dry hole marker.
5. Restore location .

OPERATOR WOOSLEY OIL CO		PROPERTY NAME PTASYNSKI <i>Philly-100</i>	WELL NO. A -2
DATE 8-9-95	LOCATION ULSTR) J-11-19N-05W	FOOTAGE 1650 FSL & 1650 FEL	
API NO. 30-031-20864		POOL BLUE MESA MESAVERDE	
Tops			
CHACRA	662 FT.	<i>Calc Top of Cm</i>	<i>92' 7"</i>
CLIFFHOUSE	1122 FT.		
MENEFEE	1162 FT.		
POINT LOOKOUT	2142 FT.		
CASING RECORD: 7 INCH 92 FT. CIRCULATED			
4 1/2 INCH 10.5 # 2226 FT. 6 1/4 INCH HOLE			
165 SXS. 364 CF <i>Calc Top Surf.</i>			
PERFS. 2134 FT. - 2142 FT.			<i>2134'</i>
			<i>Perfs</i>
			<i>2142'</i>
			<i>2226'</i>

PLUGGING PROCEDURE

Plugged

Woosley Oil Co.
Ptasynski A-2
J-11-19N-05W
30-031- 20864

Presumed downhole conditions and equipment
See attached schematic

Pull all production equipment and nipple up BOP

1. Go in hole with tbg. and set a plug from 1660 ft. to 1510 ft. WOC & tag cement.
2. Load hole with 8.4 lb. 40 visc. Mud and test casing.
3. Pull tbg. To 142 ft. & spot a plug to the surface.
4. Top off csg. with cement and set a dry hole marker.
5. Restore location .



PERTINENT INFORMATION
IN ACCORDANCE WITH THE NM PUBLIC WORKS MINIMUM WAGE ACT

Issue of this wage rate determination is made pursuant to Chapter 13, Section 13-4-11, NMSA 1978, and with duly adopted rules and regulations properly registered with the State Records Center as required by State Rules Act, Section 14-4-5 NMSA 1978.

THIS WAGE RATE DECISION SHALL BE AN INTEGRAL PART OF THE PROJECT SPECIFICATIONS, AND CONTRACTING AGENCIES MUST INSURE COMPLIANCE WITH THIS PROVISION BEFORE THE PROJECT IS ADVERTISED FOR BID, A CONTRACT IS SIGNED OR PAYMENT IS MADE TO THE CONTRACTOR.

The contractor/subcontractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week, and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than the wage rates stated in this wage rate decision for this project.

A few of the most pertinent provisions under this contract follow:

1. The contractor and each subcontractor must submit one complete, legible, certified weekly payroll record to the Labor and Industrial Division (at the above address). Another copy must be sent to the contracting agency. Both copies must be mailed not more than five working days following the close of the second payroll period. Weekly payrolls may be submitted bi-weekly.
2. Include the payroll clerk's phone number and all of the following information:
 - A. The employee's full name, address and social security number.
 - (1) An employee's full name and social security number need only appear on the first payroll he/she is on.
 - (2) An employee's address must be shown only on the first payroll submitted on which his/her name appears, unless a change of address necessitates an additional submittal to reflect the new address.
 - B. The employee's job classification (or classifications).
 - C. The employee's hourly wage rate (or rates); the employee's hourly fringe benefits; and, where applicable, his over time hourly wage rate (or rates).
 - D. The daily and weekly hours worked in each classification, including actual overtime hours worked (not adjusted).
 - E. The itemized deductions made.
 - F. The net wages paid.
 - G. The number of the project wage rate decision (from top right of decision), including the county.
3. Certify and number each payroll, starting with one (1) for the first payroll as each contractor/subcontractor starts on the job and continuing in numerical order (including weeks of no work) until the job is completed with the last payrolls marked final.
4. Any apprentices, pre-apprentices, or trainees employed on this project must be duly registered in a bona fide apprenticeship program registered with the State Apprenticeship Council or recognized by the Bureau of Apprenticeship and Training, US Department of Labor. Certification showing registration status of apprentices, pre-apprentices, or trainees must accompany the first full payroll on which each apprentice, pre-apprentice, or trainee appears. There must be at least one journeyman on the job site in the same job classification for each apprentice during the hours worked by the apprentice.
5. **A POSTER OF MINIMUM WAGE RATES TO BE PAID ON THIS PROJECT MUST BE POSTED BY THE CONTRACTOR IN A PROMINENT AND EASILY ACCESSIBLE PLACE AT THE JOB SITE.**

When a job classification not listed in this determination, is to be employed on this project, the contractor or contracting agency may make a written request for such classification to the DIRECTOR, LABOR AND INDUSTRIAL DIVISION at the above address. If approved, an addendum will be issued. If a rate is not requested or not approved, the free market shall determine the rate paid.

Fringe benefit payments may include medical and hospital care, pensions on retirement or death, compensations for injuries or illness resulting from occupational activity or insurance to provide for any of the foregoing unemployment benefits, life insurance, disability and sickness insurance, accident insurance, vacation and holiday pay, cost of apprenticeship or other similar programs or for other bona fide fringe benefits that are not required by other federal, state or local law. Method of paying predetermined fringe benefits is set out in section 13-4-12, B., NMSA 1978.

Section 13-4D-1 to 13-4D-8, NMSA 1978 provides for employers to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the Public Works Apprenticeship and Training Fund administered by the Public Works Bureau, Labor and Industrial Division, New Mexico Department of Labor. Contributions to approved programs shall be made in the same manner and amount as contributions required pursuant to wage rate determinations made by the Director. Certification is also required. For job classifications with apprenticeship contributions required, the rate is listed along with the base and fringe benefit rates.

Additional information may be requested from the LABOR & INDUSTRIAL DIVISION, PUBLIC WORKS BUREAU, 1596 Pacheco Street, Suite 105, Santa Fe, NM 87505.

REQUIREMENTS FOR BIDDERS AND GENERAL CONDITIONS

ITEMS BELOW APPLY TO AND BECOME PART OF THE TERMS AND CONDITIONS OF CONTRACT ISSUED PURSUANT TO THIS INVITATION FOR BIDS.

REQUIREMENTS:

1. All bid amounts and prices are totals to be paid by the Oil Conservation Division of New Mexico Energy Minerals and Natural Resources Department. Applicable gross receipts taxes are to be paid by the contractor out of amounts set forth in bids and Supplemental Bid Rates. The bidder must guarantee services offered will meet or exceed requirements and specifications given in the Invitation For Bid.
2. Bids must be submitted in writing. Telephone bids are not acceptable. Each bid shall be placed in an envelope completely sealed and properly labeled with the plugging bid identification number on the outside of the return envelope. **Bids must be received and date stamped on or before the hour and date specified for the bid opening.** Late bids properly identified will be returned to the bidder unopened. Late bids will not be considered under any circumstances.
3. Bid prices must be firm. Price increases will not be considered.
4. Bid totals must be verified for mathematical accuracy.
5. Bids must give full firm name and address of bidder. Failure to manually sign bid will disqualify it.
6. Bids cannot be altered or amended after opening time. No bid can be withdrawn after opening time without approval of the EMNRD-OCD based on a written acceptable reason.
7. The EMNRD-OCD reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interest of the State of New Mexico.
8. In case of tie bids, price and quality being equal, the award will be made by lot.
9. If the bidder takes no exception to specifications, he will be required to furnish services as defined and outlined in the invitation to bid.
10. Default or failure to meet the specifications authorizes the EMNRD-OCD to purchase the services elsewhere and charge full increase, if any, to the defaulting contractor.
11. To be eligible to bid a contractor must have at least the state minimum General Liability, Automobile Liability, and Workers Compensation Insurance as set forth in the *General Conditions*.
12. Bidders will provide a State of New Mexico Taxation and Revenue identification number, signed and dated plus a federal nine digit Taxpayer Identification Number (Employer Identification).
13. Unless the bidder has previously been approved by EMNRD-OCD for well-plugging/remediation/restoration services, bidder must submit a statement of the bidder's background and experience which qualifies the bidder to perform the services requested by this IFB. Such statement shall include how long the bidder has been performing such services, the experience of the principals and references of at least five persons for whom the bidder has performed such services, including names addresses, phones and the name of the contact person.
14. Failure by the successful bidder to return the signed contract with acceptable insurance certificate and any other requirements of the invitation to bid within fifteen (15) working days after receipt via certified mail of the Notice of Award shall be just cause for the cancellation of the award.

15. The bidder must list all subcontractors and equipment on the attached List of Subcontractors and Equipment.

16. The bidder agrees to comply with all conditions set out above.

GENERAL CONDITIONS:

1. General Statement

This document does not commit EMNRD-OCD to pay costs incurred by any bidder in the submission of a bid, in making necessary studies and designs for the bid, or in procuring or contracting for services or supplies for the preparation of the bid. Issuance of this Invitation For Bids does not constitute an award commitment on the part of EMNRD-OCD. An Invitation For Bids may be canceled, and any or all bids rejected in whole or in part, when it is in the best interest of EMNRD-OCD. Technical irregularities may be waived that have no effect on the contractual conditions, delivery, price, quality, or quantity of the construction services, or items of tangible personal property that are bid. EMNRD-OCD specifically reserves the right to reject even responsible, qualified bids that make it impossible to determine the true amount of the bid, and bids that exceed EMNRD-OCD's budgeted or available funds for the project.

2. Confidentiality

It is further understood that all bids shall become a part of the official file on this matter without obligation to EMNRD-OCD and shall be made available for public inspection, unless the bidder specifies in writing that specific portions of the bid are confidential and are to be held confidential by EMNRD-OCD in accordance with Section 71-2-8, N.M.S.A. 1978. All matter intended to be confidential and each page of material shall also be marked clearly with the word confidential. EMNRD-OCD reserves the right to review information submitted as confidential. For this purpose, confidential information includes but is not limited to, matter that relates to trade secrets or which is privileged commercial or financial information that affects the competitive rights of the person, firm, or corporation that submits it.

3. Inspection

To assure EMNRD-OCD that the bidder has the staff, facilities, and competence to furnish the services required under this contract, EMNRD-OCD shall be allowed to determine the adequacy of the staff, facilities, and competence of any bidder considered for the contract award. For this purpose, if EMNRD-OCD deems it appropriate, the bidder shall permit representatives of EMNRD-OCD to make an inspection of the bidder's facilities and equipment. The evaluation criteria for determining bidder's qualifications shall include the possession of any necessary license and a proven record of satisfactory performance.

4. Status of the Contractor

The contractor and the contractor's agents and employees are independent contractors performing construction services for EMNRD-OCD and are not employees of the state of New Mexico.

5. Assignment

The contractor shall not assign or transfer any interest in this agreement or assign any claims for money due or to become due under this agreement without prior written approval of EMNRD-OCD.

6. Subcontracting

The contractor shall not subcontract any portion of the services to be performed under this agreement nor obligate itself in any manner to any third party, with respect to any rights or responsibilities under this agreement, without the prior written approval of EMNRD-OCD. The notice of award may reflect approval of subcontractors listed on contractor's bid submission.

7. Records and Audit

The contractor shall maintain detailed time records which indicate the date, time and nature of services rendered. These records shall be subject to inspection by EMNRD-OCD, the Department of Finance and Administration, the State Auditor and if Federal or Indian lands or funds are involved, the United States Interior Department and Comptroller General for three (3) years after the final payment has been made to and all matters relating to performance under this agreement have been settled. EMNRD-OCD shall have the right to audit billings both before and after payment. Payment under this agreement shall not foreclose the right of EMNRD-OCD to recover excessive, illegal, or incorrect payments.

8. Release

The contractor, upon final payment of the amount due under this agreement, releases EMNRD-OCD, its officers and employees, and the state of New Mexico from all liabilities, claims, and obligations whatsoever arising under or from this agreement. The contractor agrees not to purport to bind the state of New Mexico to any obligation not assumed herein by the state of New Mexico unless the contractor has the express written authority to do so, and then only within the strict limits of that authority.

9. Civil and Criminal Liability Notice

The Procurement Code, Chapter 13, Article 1 of N.M.S.A. 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.

10. Equal Opportunity Compliance

The contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, the contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, age, or handicap be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this agreement. If the contractor is found not to be in compliance with these requirements during the life of this agreement, the contractor agrees to take appropriate steps to correct those deficiencies.

11. Applicable Law

This agreement shall be governed by the laws of the State of New Mexico. Any action brought on this contract shall be in the District Court for Santa Fe County.

12. Waiver

No waiver of any of the terms or conditions of this agreement shall be valid or binding unless it is in writing and signed by the party having granted the waiver.

13. Indemnification

The contractor shall indemnify and forever hold and save EMNRD-OCD, the State of New Mexico, its officers, and employees harmless against any and all suits, causes of action, claims, liabilities, losses and attorney's fees and all other expenses of any kind from any source which may arise out of this agreement or any amendment hereto if caused by the tortious act or omission of the contractor, its officers, employees servants, or agents. Nothing in this agreement shall be construed to waive or limit any defense at law to which EMNRD-OCD is entitled.

14. Duty to Insure

In respect solely to the work occasioned by this agreement, the contractor shall obtain and maintain at all times during the term of this agreement and any extension thereof insurance of the kind and in the amounts herein specified. Such insurance shall be provided by insurance companies authorized to do business in New Mexico and shall name the "State of New Mexico, Energy Minerals and Natural Resources Department, EMNRD-OCD, its agents and employees thereof" as "Additional Insured", "Co-insured" or "Certificate Holder" on the insurance certificate.

a. Comprehensive public liability including general liability, bodily injury liability and property damage liability insurance and automobile liability insurance covering the ownership, operation, and maintenance of owned, non-owned, and hired vehicles in amounts not less than the amounts specified in the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, N.M.S.A. 1978.

b. Workers' Compensation in full compliance with the provisions of the New Mexico Workers' Compensation Act, Sections 52-1-1 through 52-1-70, N.M.S.A. 1978.

The contractor shall furnish EMNRD-OCD with written evidence of the insurance coverage required, and the New Mexico Energy, Minerals and Natural Resources Department-Oil Conservation Division shall be named as "Additional Insured", "Co-insured" or "Certificate Holder" on the certificate of insurance. This insurance coverage shall not be changed, canceled or allowed to lapse during this contract without giving EMNRD-OCD thirty (30) working days prior written notice.

15. Suspension of Work

A suspension of work notice may be issued by the on-site EMNRD-OCD Representative if the EMNRD-OCD Representative has any reasonable basis to believe that any action of the contractor is contrary to the intent of this agreement or if any health or safety standard is violated after verbal or written notice to cease such activities has gone unheeded. No work performed after documentation of issuance of a suspension of work notice shall be eligible for payment while such a notice is in effect. No work shall proceed until such notice is vacated by the EMNRD-OCD Director.

16. Attorney's Fees and Costs

If the contractor is found by a court of competent jurisdiction to have breached this agreement, or any amendments hereto, or to have committed any tortious act relating to the scope of this agreement, the state of New Mexico may recover from the contractor actual attorney's fees and costs in connection with litigation brought to obtain such judicial determination or in which EMNRD-OCD is otherwise obligated to undertake legal action.

ANY CHANGES OR EXCEPTIONS TO THESE REQUIREMENTS OR CONDITIONS MUST BE WRITTEN

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

WELL/WELL SITE PLUGGING/REMEDICATION/RESTORATION CONTRACT

THIS AGREEMENT is made and entered into by and between the Oil Conservation Division of the New Mexico Energy, Minerals and Natural Resources Department, hereinafter referred to as "EMNRD-OCD", and, hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1 Scope of Services

1.1 The Contractor shall perform the work necessary to properly plug/remediate/restore in accordance with the Rules and Regulations of the EMNRD-OCD pursuant to the plugging/remediation/restoration procedures attached hereto as Exhibit "A", the following well(s)/well sites:

OPERATOR	WELL NAME	LOCATION	COUNTY
Woosley Oil Co.	Santa Fe Energy Well No. 1	Unit P-8-19N-06W	McKinley County
Woosley Oil Co.	Santa Fe Energy Well No. 2	Unit A-17-19N-06W	McKinley County
Woosley Oil Co.	State Well No. 1	Unit D-16-19N-06W	McKinley County
Woosley Oil Co.	State Well No. 2	Unit C-16-19N-06W	McKinley County
Woosley Oil Co.	State Well No. 3	Unit A-16-19N-06W	McKinley County
Woosley Oil Co.	Ptasynski Well No. A-1	Unit I-11-19N-05W	McKinley County
Woosley Oil Co.	Ptasynski Well No. A-2	Unit J-11-19N-05W	McKinley County

This contract is entered into pursuant to Invitation For Bids No. _____ issued by the State Purchasing Division. The terms and conditions of that IFB are incorporated herein by reference and made a part hereof.

1.2 The work shall be performed under the supervision of an EMNRD-OCD representative who shall be on site during the course of performance of the contract. EMNRD-OCD, through its on-site representative

or the responsible District Supervisor, shall have the sole authority to approve any changes to the Scope of Work, including the authority to proceed under an hourly rate, and to approve the Contractor's final work product.

1.3 Upon receiving the written Notice to Proceed, the Contractor shall move in and rig up on location and commence work within the time frame specified in the Notice to Proceed. The EMNRD-OCD may grant the Contractor additional time in which to move in upon a showing by the Contractor that the equipment was not available due to unavoidable delays on other work, or if weather conditions make it impractical to move in on location. Prior to commencement of work, the Contractor shall obtain all necessary permits required for this work.

1.4 All equipment, material, trash and junk shall be removed from the location and disposed of in accordance with applicable law and regulations.

2 Compensation

2.1 EMNRD-OCD shall pay to the Contractor in full payment for services rendered the sum of **One Hundred and Five Thousand Dollars (\$105,000)**, except as provided herein for payment under Supplemental Rate Schedule (attached as Exhibit "B").

2.2 If problems are encountered which could not be reasonably foreseen by a review of the Division records and an on-site inspection, and the contractor has made a reasonable and good faith effort to resolve these problems under the turnkey provisions, and the EMNRD-OCD onsite representative has approved such action, compensation in addition to the turnkey price based on the Supplemental Bid Rates may be charged and the contract will be amended to include the total of such amount. The number of units charged under such rates will be approved by the Division on site representative. The EMNRD-OCD reserves the right to discard the turnkey bid and to be billed solely at the Supplemental Bid Rates if it is determined that the problem is unresolvable or cost prohibitive. Minimum payment will not be less than twenty-five percent of the turnkey bid.

2.3 The New Mexico Gross Receipts Tax levied on the amounts payable under this Agreement shall be paid by the Contractor out of the sum set forth in section 2.1 above.

2.4 Payment shall be made upon receipt of a detailed invoice, after the plugging/remediation/restoration operation has been approved by the responsible EMNRD-OCD District Office, or after termination by the EMNRD-OCD for reasons of Contractor inability to successfully complete the plugging/remediation/restoration due to conditions beyond the control of Contractor or EMNRD-OCD, with the concurrence of the EMNRD-OCD.

3 Term

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED IN WRITING BY EMNRD-OCD AND STAMPED BY THE PURCHASING DIVISION AND THE ENCUMBRANCE HAS BEEN APPROVED BY THE DEPARTMENT OF FINANCE AND ADMINISTRATION. This Agreement shall terminate six months after execution of the contract by EMNRD-OCD, unless terminated pursuant to paragraphs 4 or 9, infra.

4 Termination

4.1 EMNRD-OCD may, by written order, terminate this Agreement or any portion thereof after determining that, for reasons beyond either EMNRD-OCD's or the Contractor's control, the Contractor is prevented from proceeding with or completing the work as originally assigned, and that termination would therefore be in the public interest. Such reasons for termination may include, but need not be limited to, orders from duly constituted authorities relating to energy conservation, restraining orders or injunctions obtained by third-party citizen action resulting from national or local environmental protection laws or where the issuance of such order or injunction is primarily caused by acts or omissions of persons or agencies other than the Contractor or conditions in the well which make completion of the work impossible or impractical.

4.1.1 If EMNRD-OCD orders termination of this Agreement effective on a certain date, payment will be made for the actual number of units or items of work completed at the contract unit price, or as mutually agreed for items of work partially completed or not started.

4.1.2 Acceptable materials, obtained by the Contractor for the work but which have not been incorporated therein, may, at the option of EMNRD-OCD, be purchased from the Contractor at actual cost, delivered to a prescribed location, or otherwise disposed of as mutually agreed.

4.1.3 After receipt of notice of termination from EMNRD-OCD, the Contractor may submit a claim for additional damages or costs not covered above or elsewhere. Such claim may include such cost items as reasonable idle equipment time, mobilization efforts, overhead expenses attributable to the project terminated, legal and accounting charges involved in claim preparation, subcontractor costs not otherwise paid for, actual idle labor costs if work is stopped in advance of termination date, guaranteed payments for private land usage as part of the original contract, and any other cost or damage item for which the Contractor feels reimbursement should be made. In no event, however, will loss of anticipated profits be considered as part of any settlement.

4.1.4 The Contractor agrees to make all cost records available to the extent necessary to determine the validity and amount of each item claimed.

4.1.5 Termination of a contract or portion thereof shall not relieve the Contractor of any contractual responsibilities for the work completed.

4.2 In the event the Contractor defaults on its obligations hereunder, as more specifically defined herein, EMNRD-OCD will give notice in writing to the Contractor of such default and will specify those provisions which have been violated and the corrective measures to be taken. If the Contractor, within a period of ten (10) working days after such notice, does not proceed in accordance therewith, then EMNRD-OCD may terminate this contract for breach and pursue any or all of the remedies contained herein.

4.2.1 EMNRD-OCD will have full power and authority without violating this Agreement to take the prosecution of the work out of the hands of the Contractor. EMNRD-OCD may appropriate or use any or all equipment and materials on the grounds as may be suitable and acceptable and may enter into an agreement for the completion of this Agreement according to the terms and provisions thereof or use such other methods as in the opinion of EMNRD-OCD will be required for the completion of this Agreement in an acceptable manner.

4.2.2 All costs and charges incurred by EMNRD-OCD together with the cost of completing the work under contract will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under this Agreement, then the Contractor shall be liable and shall pay EMNRD-OCD the amount of such excess.

4.2.3 The Contractor will be deemed in default if it:

4.2.3.1 Fails to begin the work under the contract within the time specified in the Notice to Proceed, or

4.2.3.2 Fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work, or

4.2.3.3 Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or

4.2.3.4 Discontinues the prosecution of the work and fails to resume work which has been discontinued within a reasonable time after notice to do so, or

4.2.3.5 Becomes insolvent or is declared bankrupt or commits any acts of bankruptcy or insolvency, or

- 4.2.3.6 Allows a final judgement, in a suit filed in connection with this contract, to stand against the Contractor unsatisfied for a period of thirty (30) working days, or
- 4.2.3.7 Makes an assignment, in connection with this contract, for the benefit of creditors, or
- 4.2.3.8 For any cause, except as provided in this contract, fails to perform the obligations under this contract to the satisfaction of the EMNRD-OCD.

5 Status of the Contractor

The Contractor and the Contractor's agents and employees are independent contractors performing well/ well site plugging/remediation/restoration services for EMNRD-OCD and are not employees of the State of New Mexico. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the state of New Mexico as a result of this Agreement.

6 Assignment

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the prior written approval of EMNRD-OCD.

7 Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Agreement nor obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without the prior written approval of EMNRD-OCD.

8 Records and Audit

The Contractor shall maintain detailed time records which indicate the date, time, and nature of services rendered. These records shall be subject to inspection by EMNRD-OCD, the Department of Finance and Administration, and the State Auditors for three (3) years after final payment has been made and all matters relating to performance under this Agreement have been settled. EMNRD-OCD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of EMNRD-OCD to recover excessive, illegal, or incorrect payments.

9 Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by EMNRD-OCD to the Contractor. EMNRD-OCD's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

10 Release

The Contractor, upon final payment of the amount due under this Agreement, releases EMNRD-OCD, its officers and employees, and the state of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the state of New Mexico to any obligation not assumed herein by the state of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

11 Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of EMNRD-OCD.

12 Conflict of Interest

Contractor warrants that it presently has no interest in and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with the performance of this agreement.

13 Amendment

This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto.

14 Scope of Agreement

This Agreement incorporates all of the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants, and understandings have been merged into this written Agreement. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15 Civil and Criminal Liability Notice

The Procurement Code, Chapter 13, Article 1 of the NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

16 Equal Opportunity Compliance

The Contractor agrees to abide by all Federal and State laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations, and executive orders of the Governor of the state of New Mexico, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, age, or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct those deficiencies.

17 Applicable Law

This Agreement shall be governed by the laws of the State of New Mexico.

18 Waiver

No waiver of any of the terms or conditions of this Agreement shall be valid or binding unless it is in writing and signed by the party having granted the waiver.

19 Notices

19.1 Unless EMNRD-OCD shall specify otherwise in writing, notices and all other matters concerning the work to be performed hereunder shall be addressed to EMNRD-OCD as follows:

Contract Monitor:

Charlie Perrin

Contracting Division:

Oil Conservation Division
State of New Mexico
Aztec District Office
1000 Rio Brazos Road
Aztec, NM 87410
Telephone: (505) 334-6178 Ext. 16

19.2 Unless the Contractor shall specify otherwise in writing, notices and all other matters concerning the work to be performed hereunder shall be addressed to the Contractor as follows:

[name and title of Contractor's contact]

19.3 Any and all notices or other communications required or permitted by this Agreement or by law to be served or given to either party hereto by the other party hereto shall be in writing and shall be deemed duly served and given upon actual receipt by or three (3) working days subsequent to certified mailing to the party to whom it is directed.

20 Indemnification

The Contractor shall indemnify and forever hold and save EMNRD-OCD, the State of New Mexico, its officers, and employees harmless against any and all suits, causes of action, claims, liabilities, damages, losses, and attorney's fees and all other expenses of any kind from any source which may arise out of this Agreement or any amendment hereto if caused by the tortious act or omission of the Contractor, its officers, employees, servants, or agents. Nothing in this Agreement shall be construed to waive or limit any defense at law to which EMNRD-OCD is entitled.

21 Duty to Insure

21.1 In respect solely to the work occasioned by this Agreement, the Contractor shall obtain and maintain at all times during the term of this Agreement, and any extension thereof, insurance of the kind and in the amounts herein specified. Such insurance shall be provided by insurance companies authorized to do business in New Mexico and shall name the "State of New Mexico, Energy, Minerals and Natural Resources Department - Oil Conservation Division, and its agents and employees thereof" as either "Additional Insured", "Co-insured", or "Certificate Holder".

21.1.1 Comprehensive public liability including general liability, bodily injury liability and property damage liability insurance and automobile liability insurance covering the ownership, operation, and maintenance of owned, non-owned, and hired vehicles in amounts not less than the amounts specified in the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, N.M.S.A. 1978.

21.1.2 Worker's Compensation. The Contractor shall comply fully with the provisions of the New Mexico Worker's Compensation Act, Sections 52-1-1 through 52-1-70, NMSA 1978.

21.2 The Contractor shall furnish EMNRD-OCD with written evidence of the insurance coverage required, including copies of all policies, prior to commencing work under this Agreement. The insurance coverage shall not be changed, canceled, or allowed to lapse without giving EMNRD-OCD thirty (30) working days prior written notice.

22 Disputes

Subject to any other provisions of this Agreement, the means, ordered steps, and time frames for handling disputes between EMNRD-OCD and the Contractor are as follows:

22.1 A dispute arises if EMNRD-OCD's Contract Monitor and the Contractor cannot resolve by ordinary communications and negotiations a question of fact arising under this Agreement and the aggrieved party delivers to the other party a written Statement of Dispute including proposed terms for relief. If the dispute remains unresolved ten (10) working days after delivery of the written Statement of Dispute, EMNRD-OCD's Contract Monitor shall prepare a written decision including the reasons thereof which shall be delivered via certified mail to the Contractor within twenty (20) working days of the delivery of the initial written Statement of Dispute. The decision of EMNRD-OCD's Contract Monitor shall be final and conclusive unless, within ten (10) working days from the date of delivery of said decision, EMNRD-OCD receives from the Contractor a written request for appeal of said decision, and the reasons therefor, addressed to the Director of the Oil Conservation Division.

22.2 The Director of the Oil Conservation Division shall inquire into the facts concerning the dispute and shall render a written decision which shall be delivered via certified mail to the Contractor within ten (10) working days of receipt of the Contractor's appeal. The decision of the Director shall be final and conclusive unless, within ten (10) working days of the delivery of the Director's written decision, EMNRD-OCD receives from the Contractor a written request for appeal of said decision, and the reasons therefor, addressed to the Secretary of Energy, Minerals and Natural Resources Department.

22.3 Upon receipt of the Contractor's request for an appeal, the Secretary or an authorized representative shall make prompt arrangements to meet with the Contractor to review the material considered by the Director of the Oil Conservation Division in reaching a final decision. The Secretary's final decision shall be delivered by certified mail within ten (10) working days after such meeting. The decision of the Secretary shall be final.

22.4 The disputes procedures outlined in this clause do not preclude either party hereto appealing to a court of competent jurisdiction; provided, however, the parties hereto shall abide by the procedures provided for in this clause.

23 Attorney's Fees and Costs

If the Contractor is found by a court of competent jurisdiction to have breached this Agreement, or any amendments hereto, or to have committed any tortious act relating to the scope of this Agreement, the state of New Mexico may recover from the Contractor actual attorney's fees and costs in connection with litigation brought to obtain such judicial determination or in which EMNRD-OCD is otherwise obliged to undertake legal action.

24 Suspension of Work

A Suspension of Work Notice may be issued by the on-site EMNRD-OCD Representative if the EMNRD-OCD Representative has any reasonable basis to believe that any action of the Contractor is contrary to the intent of this Agreement or if any health or safety standard is violated after verbal or written notice to cease such activities has gone unheeded. No work performed after documentation of issuance of a Suspension of Work Notice shall be eligible for payment while such notice is in effect. No work shall proceed until such notice is vacated by the EMNRD-OCD Director.

25 Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written below.

FOR:

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

By: _____
Title

Date: _____

For:

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND
ADMINISTRATION**

By: _____
State Contracts Officer

Date: _____

The records of the Taxation and Revenue Department
reflect that the Contractor is registered with the
Taxation and Revenue Department of the state of
New Mexico to pay gross receipts and compensating
taxes

FOR:

**STATE OF NEW MEXICO TAXATION AND
REVENUE DEPARTMENT**

I.D. NO.: _____

By: _____

Date: _____

FOR:

(Contractor)
Federal ID # _____

By: _____
Title

Date: _____

BID FORM (Page 1)

NEW MEXICO OIL CONSERVATION DIVISION

Plugging/Remediating/Restoring Well/Well Site

Mail sealed bid to: Purchasing Division
Rm. 2016, Joseph M. Montoya Bldg.
1100 St. Francis Drive
Santa Fe, NM 87503
Phone 505-827-0472

Bid Identification Number: _____

Bid Opening Date and Time: **December 4, 1998 at 2:00 p.m.**

Show bid opening date and identification number in lower left hand corner of sealed bid envelope.

Failure to fill out all applicable blanks and manually sign this bid submission will disqualify bid. BIDDER'S SIGNATURE ON THIS FORM BINDS BIDDER TO ALL TERMS AND CONDITIONS IN THE INVITATION FOR BIDS.

This bid form must include:
(1) this BID FORM, (2) the SUPPLEMENTAL BID RATE SHEET and (3) the LIST OF SUBCONTRACTORS AND EQUIPMENT.

BIDDER MUST COMPLETE AND SIGN

Bidder Name

Street Address

City

S t a t e
Zip

Telephone

Authorized Signature

Date

The bidder identified herein submits this bid in response to the referenced Invitation for Bids and agrees to abide by all the terms and conditions contained therein. Bidder further certifies that it is fully qualified to perform the work in accordance with those terms. The offer represented by this bid shall remain open for a period of ninety (90) days.

TOTAL TURNKEY BID
\$ _____

Bid Form (Page 1A)

BID PER WELL/WELL SITE (if more than one well/site)	BID	WELL/WELL SITE
	\$ _____	_____
	\$ _____	_____
	\$ _____	_____

BID FORM (Page 2)

NEW MEXICO OIL CONSERVATION DIVISION
SUPPLEMENTAL BID RATE SHEET

(To be filled out by bidder and returned with bid)

SUPPLEMENTAL BID RATES

Bid Identification Number: _____

Bidder: _____

Supplemental Bid Rates are to be applicable if charges are made in addition to or in lieu of turnkey bid. Switching to hourly rate or other implementation of Supplementary Bid Rates must be approved by the EMNRD-OCD Representative on-site or by the District Supervisor of the appropriate District Office. The turnkey bid will not be accepted unless all Supplemental Bid Data is furnished. The Supplemental Bid Rates listed below will be considered firm bids.

DESCRIPTION OF SERVICE	RATE PER	UNIT
Rig equipped to perform all work set out in Plugging/Remediation/Restoration Procedures	\$	hour
Cement pumping	\$	plug
Cement to include any blending and any transportation costs	\$	sack
Perforating to include ten holes per run and set-up charges	\$	run
Move-in, move-out charges	\$	well
Water truck - Capacity barrels	\$	hour
Welder - Minimum hours if applicable:	\$	hour
Backhoe - Minimum hours if applicable:	\$	hour
Dozer - Minimum hours if applicable:	\$	hour
Furnished tubular goods - Description:	\$	foot

BID FORM (Page 3)

LIST OF SUBCONTRACTORS AND EQUIPMENT
To be filled out by the bidder and returned with bid.

Eid Number: _____

Bidder: _____

Subcontractors List

Any person submitting a bid shall in the bid set forth the name and location of the place of business of each subcontractor under subcontract to the contractor who will perform work or labor or render services to the contractor in or about construction of the public works construction project in excess of the listing threshold of five thousand (\$5,000.00) dollars; and the nature of the work which will be done by each subcontractor under the New Mexico Subcontractors Fair Practices Act, Section 13-4-34, NMSA 1978. The contractor shall list only one subcontractor for each category as defined by the contractor in this bid. If no subcontractors, indicate such. Do not include suppliers.

WORK	COMPANY	ADDRESS	PHONE

EQUIPMENT LIST

Please list all major equipment to be used in performing this contract.

TYPE	MANUFACTURER	MODEL	CAPACITY	COND
Rig				
Pump				
BOP				

UNIT LETTERS AND SUBDIVISIONS OF A SECTION

