

MAIL TO:  
STATE OF NEW MEXICO  
GSD - PURCHASING DIVISION  
PO BOX 26110  
SANTA FE, NEW MEXICO 87502-0110

IMPORTANT  
PLEASE INDICATE BID NUMBER  
AND OPENING DATE ON THE LEFT  
BOTTOM CORNER OF YOUR  
BID ENVELOPE

ATT  
VENDOR

\*\*\*\*\*  
\* INVITATION TO BID \*  
\*\*\*\*\*

② 527 5218 43 C44

WELL PLUGGING

CONTRACT

TELEPHONE NO. (505) 632-0615  
IF YOUR ORDERING OR PAYMENT  
ADDRESS IS DIFFERENT FROM  
ABOVE, PLEASE SUBMIT AN  
ATTACHMENT WITH YOUR ADDRESSES.

BID NUMBER: 90-521-02-03315  
COMMODITY CODE(S): 05403

COMPANY: Envirotech Inc.

BUYER: KATHY SANCHEZ *KS*  
(505) 827-0487

N.M. 5% RESIDENT PREFERENCE  
CERTIFICATION NUMBER 43 C44

SEALED BID OPENING: FORMAL  
STATE PURCHASING AGENT'S OFFICE  
DATE: 12/04/98 TIME: 02:00 PM  
\*\*\*\*\*

NOTE: TO BE VALID BID MUST BE SIGNED

SIGNATURE: Morris D. Young  
TYPE/PRINT NAME: Morris D. Young

PAYMENT TERMS. Net 30  
DISCOUNTS WILL NOT BE CONSIDERED IN  
COMPUTING THE LOW BID. SEE TERMS  
AND CONDITIONS.

SHIP TO:  
ENERGY MINERALS & NAT RESOURCES  
DEPARTMENT  
2040 S PACHECO  
SANTA FE NM 87503

FOB POINT: JOBSITE  
REQUESTED DELIVERY:  
WITHIN 2 WEEKS ARO

INVOICE:  
SAME AS SHIP TO ADDRESS

VENDOR'S DELIVERY: Start Work  
2 weeks ARO  
DELIVERY MAY BE CONSIDERED IN  
THE AWARD.

THIS BID IS SUBJECT TO THE TERMS AND CONDITIONS SHOWN ON THE REVERSE SIDE  
OF THIS PAGE AND ADDITIONAL BIDDING INSTRUCTIONS.

PLEASE NOTE: DO NOT RETURN INVITATION TO BID FORM IN CASE OF A "NO BID".  
BID MUST BE RECEIVED IN THE STATE PURCHASING DIVISION OFFICE BY THE  
BID OPENING DATE AND LOCAL TIME AS INDICATED ABOVE.

HAND DELIVERIES WILL ALSO BE ACCEPTED AT THE JOSEPH MONTOYA BLDG. RM 2016  
1100 ST. FRANCIS DR. SANTA FE, NEW MEXICO 87505

THIS MAILING CONTAINS 23 SHEETS, PLUS      SAMPLES WHICH COMPRISE  
SPECIFICATIONS, INSTRUCTIONS, AND BID FORMS. IF YOUR INVITATION CONTAINS  
LESS, PLEASE ADVISE THIS OFFICE IMMEDIATELY.

IF APPLICABLE - BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S)  
AMENDMENT NO: 1 DATED: 12/4/98 AMENDMENT NO:      DATED:       
AMENDMENT NO:      DATED:      AMENDMENT NO:      DATED:

STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT  
PURCHASING DIVISION

90-521-02-03315  
PAGE 3

ITEM	*APPROX*	UNIT	ARTICLE	UNIT
	QTY		AND DESCRIPTION	PRICE

THE TERM OF THIS CONTRACT SHALL BE NINETY (90) DAYS FROM  
DATE OF AWARD.

M001

0001 - TURNKEY BID

\$84,540.00

*may*

..... 1 TOTAL ITEM(S) .....

**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: 90-521-02-03315

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**

Envirotech Inc.

Bidder Name

5796 US HWY 64

Street Address

Farmington

NM

City

S t a t e

Zip

(505) 632-0615

87401

Telephone

M. D. Young

Dec. 16, 1998

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  
\$ 84,540.00

# 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: 90-521-02-03315

Bidder: Envirotech Inc.

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.	\$ 110.00	Hour
Cement pumping.	\$ 40.00	Hour
Cement to include any blending and any transportation costs.	\$ 10.00	Hour sack
Perforating to include ten holes per run and setup charges.	\$ 2,000.00	Hour well
Move in-out charges.	\$ 200.00	Hour
Water truck- Capacity <u>120</u> barrels.	\$ 650.00	Hour
Welder- Minimum hours if applicable.	\$ 32.50	Hour
Backhoe- Minimum hours if applicable.	\$ 59.50	Hour
Dozer- Minimum hours if applicable.	\$ 87.00	Hour
Furnished tubular goods- Description.	\$ 600.00	Hour 2 7/8 tubing/well
Track Hoe Minimum hours if applicable.	\$ 110.00	Hour
Trucking Minimum hours if applicable.	\$ 65	Hour
Front End Loader Minimum hours if applicable.	\$ 78	Hour
Environmental Technician.	\$ 55.00	Hour
Lab Analysis TPH	\$ 80	Per Analysis
Lab Analysis BTEX	\$ 85	Per Analysis
Contaminated Soil Disposal.	\$ 16	Per Cubic Yard
Soil Landfarming Onsite.	\$ 32	Per Cubic yard

**BID FORM (Page 3)**

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

Bid Number: 90-521-02-03315

Bidder: Envirotech Inc.

**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
Well Plugging	EC & D Oil & Gas Co.	PO Box 1680 Hobbs, NM NM	(505) 397-3972

**EQUIPMENT LIST**

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

TYPE	MANUFACTURER	MODEL	CAPACITY	COND
Rig	Frank's	78 Single Derr.	125,000 lbs.	Good
Pump	Gardner Denver	Triplex	5,000 lbs.	Good
BOP	Shaffer	8 5/8 Hydraulic	5,000 lbs.	Good
Trackhoe	Komatsu	PC 220	1.25 cy	Excellent
Loader	Catapiller	928F	3 cy	very good
Backhoe	Catapiller	416 B	1.25 cy	Very good
Dump Truck	White	Western STar	12 cy	good
End Dump	Kenworth		20 cy	very good

Bid Form (Page 1A)

BID PER WELL/WELL SITE (if more than one well/site)	BID	WELL/WELL SITE
	<u>25,700</u>	<u>Santa Fe #1</u>
	<u>6,859</u>	<u>Santa Fe #2</u>
	<u>8,460</u>	<u>State #1</u>
	<u>7,000</u>	<u>State #2</u>
	<u>6,950</u>	<u>State #3</u>
	<u>28,680</u>	<u>Central Tank Battery</u>

## RIDER TO BOND INVOLVING TOXIC MATERIAL

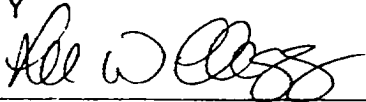
This bond is being issued subject to the following express conditions which shall survive the release and discharge of Surety from any further liability of its performance and payment obligations required under its bond:

- FIRST: The bond issued by Surety shall not be considered to be a substitute for or in any other way satisfy the requirement for any type of insurance that may be contained in the contract documents between the Principal, Obligees and/or Owner.
- SECOND: No suit shall be commenced against the Principal or Surety for any default in performance or for labor performed or material supplied, after two years from the date of the contract between the Principal and Obligees, or one year after substantial completion, or within one year of actual discovery by Obligees of breach by Principal, whichever occurs last.
- THIRD: No right of action against Surety shall inure to the benefit of any person, firm or corporation other than the Obligees, or for the use or benefit of the Obligees.
- FOURTH: Notwithstanding any provision contained to the contrary in the contract documents between the Principal, Obligees and/or Owner, Surety shall not be held liable or in any other respect be responsible to the Obligees or to any other person, firm or corporation for any act(s) of negligence by the Principal, its agents, servants or employees or by any contractor employed by Surety to complete the contract in the event of the Principal's default, while performing the contract, which results in personal injuries or property damage.

This the 4th day of December, 1998.

Gulf Insurance Company

SURETY



Attorney-in-Fact Lee W. Clegg

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

## Bid Bond

BOND # AE5956501

**KNOW ALL MEN BY THESE PRESENTS**, that we

**YOUNG ENVIRONMENTAL SERVICES, INC. DBA: ENVIROTECH, INC.**

5796 U.S. HWY 64-3014 FARMINGTON, NM 87401

(Here insert full name, and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and **GULF INSURANCE COMPANY**

5550 W. TOWHY AVE. #202 SKOKIE, IL 60077

a corporation, duly organized under the laws of the State of **Missouri**

as Surety, hereinafter called the Surety, are held and firmly bound unto

**STATE OF NEW MEXICO-ENERGY, MINERALS AND NATURAL RESOURCES**

Oil Conservation Division P.O. Box 26110 SANTA FE, NM 87502-0110

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **5 % OF BID AMOUNT NOT TO EXCEED**

**FIVE THOUSAND AND 00/100**

Dollars ( \$ **5,000.00** ),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

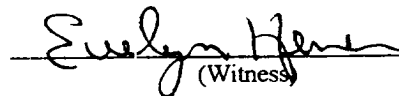
WHEREAS, the Principal has submitted a bid for **Remediation of 7 well sites, McKinley County, NM**


(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **4th** day of **December** 1998

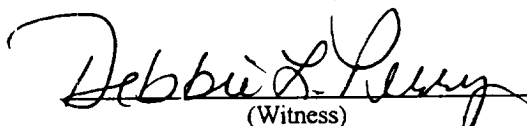
**YOUNG ENVIRONMENTAL SERVICES, INC. DBA: ENVIROTECH, INC.**

  
(Witness)

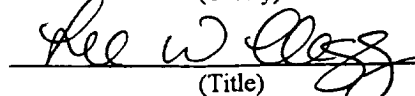
  
(Principal) (Seal)

**PRESIDENT**  
(Title)

**GULF INSURANCE COMPANY**

  
(Witness)

(Surety) (Seal)

  
(Title)

**LEE W. CLEGG, ATTORNEY-IN-FACT**





**GULF INSURANCE COMPANY  
ST. LOUIS, MISSOURI  
POWER OF ATTORNEY**

ORIGINALS OF THIS POWER OF ATTORNEY ARE PRINTED ON BLUE SAFETY PAPER WITH TEAL INK. DUPLICATES SHALL HAVE THE SAME FORCE AND EFFECT AS AN ORIGINAL ONLY WHEN ISSUED IN CONJUNCTION WITH THE ORIGINAL.

KNOWN ALL MEN BY THESE PRESENTS: That the Gulf Insurance Company, a corporation duly organized under the laws of the State of Missouri, having its principal office in the city of Irving, Texas, pursuant to the following resolution, adopted by the Finance & Executive Committee of the Board of Directors of the said Company on the 10th day of August, 1993, to wit:

"RESOLVED, that the President, Executive Vice President or any Senior Vice President of the Company shall have authority to make, execute and deliver a Power of Attorney constituting as Attorney-in-Fact, such persons, firms, or corporations as may be selected from time to time; and any such Attorney-in-Fact may be removed and the authority granted him revoked by the President, or any Executive Vice President, or any Senior Vice President, or by the Board of Directors or by the Finance and Executive Committee of the Board of Directors.

RESOLVED, that nothing in this Power of Attorney shall be construed as a grant of authority to the attorney(s)-in-fact to sign, execute, acknowledge, deliver or otherwise issue a policy or policies of insurance on behalf of Gulf Insurance Company.

RESOLVED, that the signature of the President, Executive Vice President or any Senior Vice President, and the Seal of the Company may be affixed to any such Power of Attorney or any certificate relating thereto by facsimile, and any such powers so executed and certified by facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond and documents relating to such bonds to which they are attached."

Gulf Insurance Company does hereby make, constitute and appoint

BOND NUMBER AE 5956501

NAME, ADDRESS  
PRINCIPAL: CITY, STATE, ZIP

Young Environmental Services, Inc.  
dba: Envirotech, Inc.  
5796 US Highway 64  
Farmington, NM 87401

EFFECTIVE DATE

December 4th, 1998

CONTRACT AMOUNT

\$100,000.00 (Est.)

BOND AMOUNT

\$5,000.00

Lee W. Clegg of Tempe, Arizona

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred in its name, place and stead, to sign, execute, acknowledge and deliver in its behalf, as surety, any and all bonds and undertakings of suretyship, and to bind Gulf Insurance Company thereby as fully and to the same extent as if any bonds, undertakings and documents relating to such bonds and/or undertakings were signed by the duly authorized officer of the Gulf Insurance Company and all the acts of said attorney(s)-in-fact, pursuant to the authority herein given, are hereby ratified and confirmed.

The obligation of the Company shall not exceed one million (1,000,000) dollars.

IN WITNESS WHEREOF, the Gulf Insurance Company has caused these presents to be signed by any officer of the Company and its Corporate Seal to be hereto affixed.



GULF INSURANCE COMPANY

*Christopher E. Watson*

Christopher E. Watson  
President

STATE OF NEW YORK )  
COUNTY OF KINGS ) SS

On the 1st day of June, 1996 A.D., before me came Christopher E. Watson, known to me personally who being by me duly sworn, did depose and say; that he resides in the County of Westchester, State of New York; that he is the President of the Gulf Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instruments is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that he signed his name, thereto by like order.



STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS

SPIRO K. BANTIS  
Notary Public, State of New York  
No. 24-4861345  
Qualified in Kings  
Commission Expires May 12, 2000

I, the undersigned, Executive Vice President of the Gulf Insurance Company, a Missouri Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force.

Signed and Sealed at the City of New York.



Dated the 4th day of December, 19 98

*Lawrence P. Minter*

Lawrence P. Minter

