

and plugging costs to date and shall alert the Division immediately as to unforeseen conditions encountered that may require an increase in compensation herein.

2 Compensation

2.1 EMNRD shall pay the Contractor for the performance of the work described in paragraph 1, above, subject to additions and deductions by Change Order as provided herein, the base Contract Sum of **Fifty-One Thousand Three Hundred and Eighty-Seven Dollars (\$51,387.00)**. A contingency in the amount of the sum of **Five Thousand One Hundred and Thirty-eight Dollars and Seventy Cents (\$5,138.70)**, which represents ten percent (10%) of the base Contract Sum, not to exceed Twenty Thousand Dollars (\$20,000), is included for compensation for work described in subparagraph 2.3.

COMPENSATION OVERVIEW:

Base Contract Sum	\$ 51,387.00
Contingency (10% of Base Contract Sum) (not to exceed \$20,000)	\$ 5,138.70
Gross Receipts Tax @ 6.25%	\$ 3,532.86
Total	<u>\$ 60,058.56</u>

2.2 Payment is contingent upon completion of all work described in Paragraph 1, above, and upon certification by the EMNRD representative that the work is complete and meets specifications, and upon receipt of a detailed invoice in form described in paragraph 3, below.

2.3 Payments for work described in paragraph 1.4, above, shall be made from the Contingency line item set forth in paragraph 2.1, above, so long as a Change Order is subsequently entered into pursuant to the provisions of paragraph 16, below. Payment of additional sums shall be made on a time-and-materials basis using unit prices set forth on the Supplement Bid Schedule.

2.4 The Contractor shall set forth separately on each invoice the New Mexico Gross Receipts Tax attributable to the amount billed. The Contractor shall be solely responsible for the payment of all other federal, state and local taxes on monies received pursuant to this Contract.

3 Invoicing, Payment

3.1 **Invoicing.** At the completion of work described in Paragraph 1, herein, the Contractor shall provide a detailed invoice which shall describe the work performed, and shall include records showing work performed by subcontractors and showing payment for same by the Contractor, with such additional documentary support as the EMNRD representative may require. The Contractor may submit invoices for progress payments on a well-by-well basis, so long as all the work to be performed on that well is complete, and so long as the work is certified as set forth in subparagraph 2.2.

3.2 **Payment.** The Contractor shall not be entitled to receive any payment unless supported by an appropriate invoice and documentation of work as set forth in paragraph 3.1. Upon certification of the EMNRD representative that the work has been accepted, payment shall be tendered to the Contractor within twenty-one days (21) days after EMNRD receives an undisputed request for payment. EMNRD may make payment to the Contractor by first class mailing or by hand-delivery. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. If EMNRD fails to pay the Contractor within twenty-one (21) days after receipt of an undisputed request for payment, EMNRD shall pay interest to Contractor beginning on the twenty-second (22) day after payment is due, computed at the rate of one and one-half percent (1 1/2%) of the undisputed amount per month or fraction of a month until the payment is issued. If EMNRD receives an improperly completed invoice or an incomplete, it shall notify the sender of the deficiency within seven (7) days of receipt. EMNRD shall have no further duty to pay on the improperly completed or incomplete invoice until it is resubmitted and is complete. The Contractor shall comply with the Retainage Act, NMSA 1978, Section 57-28-5(C) (Supp. 2001, as amended) and,

accordingly, shall make prompt payment to subcontractors and suppliers for amounts owed for work performed under this contract within seven (7) days of receipt of payment from EMNRD. Payment of the Contractor under this paragraph shall not relieve the Contractor of any unperformed obligations hereunder.

4 Term

This Contract shall be for a term of one (1) year, unless terminated pursuant to paragraph 6, herein.

5 Effective Date

This Contract shall become effective on the date when the last of the following events occurs: when executed by an authorized representative of the Contractor and of EMNRD, when stamped by the Purchasing Division of the General Services Department of the State of New Mexico, or when funds are encumbered for the Contract by the Department of Finance and Administration of the State of New Mexico.

6 Termination and Breach

6.1 Termination.

6.1.1 EMNRD may terminate this Contract or any portion thereof without cause by providing thirty (30) days written notice of termination to the Contractor.

6.1.2 EMNRD may also terminate this Contract without cause by giving notice that sufficient appropriations and authorizations are not available for the Contract. In such event, the Contract shall terminate upon written notice to the Contractor. Notwithstanding any other provision of this Contract to the contrary, written notice of termination for non-appropriation shall be deemed delivered when deposited in the United States Mail and certified to the Contractor's address set forth in paragraph 24, below. EMNRD's decision as to whether sufficient appropriations are available shall be final, binding and shall be accepted as such by the Contractor.

6.1.3 Either party may terminate this Contract in the event of a breach of the other party. A breach that justifies termination is described in subparagraph 6.2, herein. In the event the Contract is terminated as a result of a breach, the non-breaching party shall have all the rights available under the laws of the State of New Mexico. In the event of breach of the Contractor, EMNRD may make demand on the Performance Bond and Labor and Material Payment Bond. No breach shall be declared until the non-breaching party has given the party in breach thirty (30) days written notice of its demand to cure the breach.

6.1.4 Upon termination, payment will be made to the Contractor for the work completed until receipt of the notice of termination. If the Contractor has not completed work on a well or wells when the Contract is terminated, reference may be made to the Supplemental Bid Rate Sheet to compute compensation, except that compensation computed in this manner shall not exceed the amount bid for the relevant well unless the EMNRD representative has approved additional work pursuant to paragraph 1.4, above, and subject to any Amendment or Change Order. In addition, upon termination, materials obtained by the Contractor for the work but not yet incorporated therein, may, at the option of EMNRD, be purchased from the Contractor at actual cost, delivered to a prescribed location, or otherwise disposed of as mutually agreed. However, if termination results from breach of the Contractor, EMNRD may deduct from any monies due or which may become due the Contractor any costs and charges incurred by EMNRD attributable to completing the work. If such expense exceeds the sum which would have been payable under this Contract, then the Contractor shall be liable and shall pay EMNRD the amount of such excess.

6.2 Breach.

An event of breach of this Contract hereunder shall include the following:

6.2.1 the Contractor fails to begin the work within a reasonable time of receipt of the Notice to Proceed;

6.2.2 the Contractor fails to properly perform the work;

6.2.3 the Contractor fails to comply with applicable federal, state and local laws, regulations and ordinances;

6.2.4 the Contractor performs the work unsuitably or neglects or refuses to remove materials or perform anew such work as may be rejected as unacceptable and unsuitable;

6.2.5 the Contractor discontinues the prosecution of the work and fails to resume work within a reasonable time after notice to do so;

6.2.6 the Contractor attempts to perform the work with insufficient workers, equipment or materials to assure its prompt, proper and safe completion;

6.2.7 the Contractor becomes insolvent, is declared bankrupt or commits any acts of bankruptcy or insolvency, or makes an assignment for the benefit of creditors;

6.2.8 a final judgment is entered against the Contractor in a suit filed in connection with this Contract which remains unsatisfied for a period of more than thirty (30) days;

6.2.9 EMNRD fails to make a payment to the Contractor which is otherwise required pursuant to this Contract; or

6.2.10 for any cause where a party fails to perform its obligations under this Contract.

7 Survival

The provisions of paragraphs 8, 11, 13, 20, 23, 25, 26 and 27 shall survive termination of this Contract.

8 Status of the Contractor

The Contractor and its officers, directors, officials, agents and employees, are independent contractors performing work for EMNRD and are not employees of the State of New Mexico. The Contractor and its officers, directors, officials, agents and employees, shall not, as a result of this Contract, accrue leave, retirement, insurance, bonding, use state vehicles, or receive any other benefits afforded to employees of the State of New Mexico. 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.

9 Assignment

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

10 Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract nor obligate itself in any manner to any third party without the prior written approval of EMNRD. Once this Contract has been executed, subcontractors identified by the Contractor in the Subcontractors List in the Bid Documents shall be deemed approved in the absence of objection by EMNRD, but only to perform the work identified on the Subcontractors List. Additional work performed by these subcontractors must be approved in writing as specified in this paragraph.

11 Records and Audit

The Contractor shall keep detailed records of work performed and the amounts charged by the Contractor and its suppliers and subcontractors on the basis of generally accepted accounting principles. These records shall be

subject to inspection by EMNRD, the Department of Finance and Administration and the New Mexico State Auditor for three (3) years after final payment has been made and all matters relating to performance under this Contract have been settled. This period may be extended where litigation of claims arising out of this Contract's performance arises and shall continue until all potential litigation, appeals, claims, or exceptions expire or are resolved. EMNRD shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of EMNRD to recover excessive, illegal, or incorrect payments disclosed as a result of any audit or inspection.

12 Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Contract. If sufficient appropriations and authorization are not made, this Contract shall terminate upon written notice set forth herein in subparagraph 6.1.2. EMNRD's decision as to whether sufficient appropriations exist shall be final, binding and accepted by the Contractor.

13 Release

The Contractor, upon final payment of the amount due under this Contract, releases EMNRD, its officers, agents and employees, and the State of New Mexico, from and against all liabilities, claims, and obligations whatsoever arising from or under this Contract.

14 Confidentiality

Any confidential information provided to or developed by the Contractor in the performance of this Contract 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.

15 Conflict of Interest

The 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 performance under this Contract. The Contractor certifies that the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 *et seq.* regarding contracting with a public officer or state employee have been followed.

16 Amendment and Changes Orders

This Contract shall not be altered, changed, or amended except through a written Amendment or Change Order executed by the parties hereto. Amendments become effective as of the date set forth in Paragraph 5, above.

17 Contract Documents

The Contract shall consist of the following documents: (1) this Contract; (2) any Amendment or Change Order to this written Contract; (3) the Bid Documents; (4) the Performance Bond and Labor and Material Bond, and (5) the Contractor's bid. All of the foregoing documents are incorporated herein as though fully set forth. In the event of any ambiguity or conflict between the aforementioned documents, they will be interpreted and given effect in the order listed.

18 Merger

This Contract 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 Contract. No prior agreements or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

19 Severability

If any clause or provision of this Contract is found to be illegal, invalid, or unenforceable under present or future laws, the remainder of this Contract shall not be affected thereby; any such clause or provision shall be reformed consistent with the intent of this Contract and only to the limited extent necessary to render such clause or provision valid and enforceable. If the clause or provision cannot be reformed to render it valid and enforceable, the Contract shall be deemed not to include that clause or provision and the remainder of the Contract shall remain in full force and effect.

20 Civil and Criminal Liability Notice

The New Mexico Procurement Code, NMSA 1978, § 13-1-1 *et seq.* (Supp. 2001) (as amended) imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities, and kickbacks.

21 Equal Opportunity Compliance

The Contractor shall abide by all federal and state laws, rules and regulations of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws and rules and regulations issued pursuant thereto, the Contractor agrees to assure that no person in the United States shall, on the grounds of race, color, national origin, sex, age or disability, 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 Contract. If the Contractor is found to be not in compliance with these requirements during the life of this Contract, the Contractor agrees to take appropriate steps to correct those deficiencies.

22 Applicable Law

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

23 Waiver

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

24 Notices

24.1 Unless EMNRD specifies otherwise in writing, notices and all other matters concerning the work to be performed hereunder or any other matter for which notice is required shall be addressed to EMNRD as follows:

EMNRD Representative:

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

Copy to:
David K. Brooks, Assistant General Counsel
Oil Conservation Division
1220 South St. Frances Drive
Santa Fe, New Mexico 87505

Contracting Division:

Oil Conservation Division

24.2 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:

William F. Clark
A-Plus Well Service, Inc.
P.O. Box 1979
Farmington, NM 87499
(505) 325-2627

24.3 Any and all notices or other communications required or permitted by this Contract 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 three (3) working days subsequent to mailing to the party to whom it is directed.

25 Indemnity

The Contractor agrees, as material consideration for this Contract, to indemnify and hold EMNRD, the State of New Mexico, its elected officials, officials, employees and agents, from and against any and all claims arising out of any asserted negligent act, error or omission of the Contractor, its directors, officers, employees or agents or arising in any way from this Contract or the Contractor's activities hereunder. The indemnity agreed to in this paragraph shall not extend to the preparation of maps, drawings, opinions, reports, surveys, change orders, designs or specifications by EMNRD, or the agents or employees of EMNRD, or the giving of or the failure to give directions or instructions by EMNRD, or the agents or employees of EMNRD, where such giving or failure to give directions or instructions is the primary cause of bodily injury to persons or damage to property. Nothing in this Contract shall be construed to waive or limit any defense at law to which EMNRD is entitled.

26 Duty to Insure

26.1 The Contractor shall obtain and maintain at all times during the term of this Contract, 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. Each policy 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" (except for policies of workers' compensation), "Co-insured", or "Certificate Holder."

26.2 The Contractor shall obtain the following insurance:

26.2.1 A policy of comprehensive public liability insurance 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 limits of the waiver of immunity set forth in the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1 through 41-4-27 (as amended).

26.2.2 A policy of worker's compensation insurance (or a program of approved self-insurance) complies fully with the provisions of the New Mexico Workers' Compensation Act, NMSA 1978, §§ 52-1-1 through 52-1-70 (as amended). If the Contractor fails to comply with the Workers' Compensation Act and applicable rules, the Contract may be terminated immediately and without the necessity of notice required elsewhere in this Contract. The Contractor shall notify EMNRD ten (10) days before cancellation or expiration of any required Workers' Compensation or contractual or public liability insurance coverage.

26.3 The Contractor shall furnish EMNRD with written evidence of the insurance coverage required, including copies of all policies, prior to commencing work under this Contract and shall not commence any work under this Contract until the required insurance coverage is obtained.

27 Attorney's Fees and Costs

If the Contractor is found by a court of competent jurisdiction to have breached this Contract, or to have committed any tortious act which results in a claim against EMNRD or the State of New Mexico, the State of New Mexico may recover from the Contractor its actual attorney's fees and costs in connection with litigation brought to obtain a judicial determination of breach or in which EMNRD is otherwise obliged to undertake legal action or defend itself.

28 Suspension of Work

The EMNRD representative may issue a suspension of work notice if it appears that the Contractor has violated this Contract, or if the Contractor has violated any health or safety standard. 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 a new Notice to Proceed is issued.

29 Signatures

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

FOR:

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

By: _____
William B. Mackie, Administrative Services
Division Director

Date: _____

FOR:

**A-PLUS WELL SERVICE, INC.
(Contractor)
Federal ID # 85-0403057**

By: William B. Mackie
Title

Date: 2/28/02 President

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**

A-Plus Well Service, Inc.

I.D. NO.: 02-208486-00-0

By: Julio Roca

Date: 2/27/02

BID OFFER FORM (Page 1)

NEW MEXICO OIL CONSERVATION DIVISION

Plugging//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: _____.

BIDDER MUST COMPLETE AND SIGN		
Bidder Name		
Street Address		
City	State	Zip
Telephone		
Authorized Signature		Date
Printed or Typed Name		Title
New Mexico Taxation & Revenue Dept. Identification No.		
Federal Nine Digit Taxpayer Identification Number		

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

Attached to this form must be the SUPPLEMENTAL BID RATE SHEET, the LIST OF SUBCONTRACTORS
AND EQUIPMENT and _____.

BID OFFER FORM (Page 1A)

NEW MEXICO OIL CONSERVATION DIVISION

Plugging/Restoring Well/Well Site

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 BID \$ _____

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

BID OFFER FORM (Page 1)

NEW MEXICO OIL CONSERVATION DIVISION

Plugging//Restoring Well/Well Site

SUPPLEMENTAL BID RATE SHEET
(To be filled out by bidder and returned with bid)

Bid Identification Number: _____

Bidder: _____

The bid is not complete unless supplemental bid rates are furnished hereon.

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 OFFER FORM (Page 3)

NEW MEXICO OIL CONSERVATION DIVISION

Plugging/Restoring Well/Well Site

LIST OF SUBCONTRACTORS AND EQUIPMENT

To be filled out by the bidder and returned with bid.

Bid Number: _____

Bidder: _____

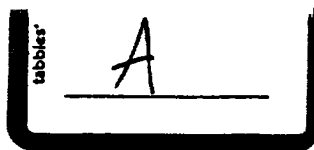
Subcontractors List

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				



API NUMBER 30-043-20386
OPERATOR NAME PITCO Production Company WELL NUMBER #1
PROPERTY NAME State 36-22-6
SECTION 36 TOWNSHIP 22N RANGE 06W

FOOTAGE UL- M 810'FSL-800'FWL

	Sur Csg OD	7"	XX	XX	XX	XX
	SUR CSG TD	97	XX	XX	XX	XX
Chacra 1785'	SUR CSG WT		XX	XX	XX	XX
PC 1370'	TOP OF CMT	0	XX	XX	XX	XX
Fruitland 1120'	ACTUAL	50sx	XX	XX	XX	XX
Kirtland 700'	CACULATED		XX	XX	XX	XX
Ojo Alamo 680'	PROD CSG OD	4.5	XX	XX	XX	XX
Nacieminto surface	PROD CSG TD	1983	XX	XX	XX	XX
	PROD CSG WT		XX	XX	XX	XX
	TOP OF CMT	0	XX	XX	XX	XX
	ACTUAL	240sx	XX	XX	XX	XX
	CACULATED		XX	XX	XX	XX
	PERF TOP	1795	XX	XX	XX	XX
	PERF BOTTOM	1831	XX	XX	XX	XX
	PACKER		XX	XX	XX	XX
	TYPE OF PLUG		XX	XX	XX	XX
	CIBP & CMT		XX	XX	XX	XX
	CMT		XX	XX	XX	XX

Perforate each zone before pumping plug

****Cement Plugs are 100' +50%excess inside, 100'+100%excess outside****

PROPOSED PLUGGING OPERATION

MIRUPU, NUBOP, RIH W/Work string, clean out to 1795'

Perf, pump plug, 1785-1685 + excess, woc, tag,

Perf, pump plug, 1420-1320 + excess, woc, tag,

Perf, pump plug, 1170-1070 + excess, woc, tag,

Perf, pump plug , 750-630 + excess, woc, tag, ✓

Perf, pump plug, 147-surface

Close pits according to guidelines: Clean and level location

BEFORE EXAMINER CATAFACON
OIL CONSERVATION DIVISION
OCD EXHIBIT NO. 4
CASE NO. 12720

EXHIBIT B

The contractor shall remove all production equipment, tanks, separators, flow lines, injection lines, deadmen, junk, trash and any other operational equipment associated with the particular well and dispose of all items pursuant to applicable laws, regulations and Division Guidelines.

If this is the last well on the lease, the contractor shall remove production equipment, tanks, separators, flow lines, gathering lines, injection lines, deadmen, junk, trash and any other operational equipment from the entire lease and dispose of all items pursuant to applicable laws, regulations and Division Guidelines.

Buried lines shall not be removed, except in cases approved by the contract administrator. In buried lines, all remaining product shall be removed and properly disposed of, and the lines shall be cut off approximately two (2) feet below ground level, blind flanged, plugged or sealed as approved by the contract administrator.

All tanks, separators, etc., shall be surveyed for NORM. Lines left in place shall have a NORM survey on their risers. If NORM's exceeding regulatory limits are detected, they will be disposed with under Rule 714 and other applicable regulations.

If the site shows signs of contamination from leaks or spills, the Division shall be contacted immediately; a complete investigation may be performed. Remediation of any such leaks or spills shall be conducted under time and material costs as presented in the bid.

STATE OF NEW MEXICO
GENERAL SERVICES DEPARTMENT
PURCHASING DIVISION

20-521-07-04091

00/00/00 THRU 00/00/00 TYPE:A STAT:8 AMEND:00001

WELL PLUGGING, SANDOVAL & MCKINLEY COUNTIES

AGENCY: OCD REQUISITION DATE: 11/15/01
 BUYER: KS LOGGED IN DATE: 12/18/01
 ACTION TAKEN: FORMAL ACTION DATE: 12/05/01
 AGENCY BUYER: PGS: BID OPENING: 01/17/02
 ZONES: NNNYYNNNNNNN XREF(1): XREF(2):
 E1:
 E2:

ENCUMBRANCE NO:

REQUESTED DELIVERY DATE: AS REQUESTED

CONTACT PERSON / PHONE: DOROTHY PHILLIPS (505) 476-3461

** SHIP TO **

** INVOICE **

NAME: OCD
 ADDR1: 1220 SOUTH ST. FRANCIS DRIVE
 ADDR2:
 CITY: SANTA FE
 STATE: NM ZIP: 87505-0000

NAME: OCD STATE LAND OFFICE BLDG
 ADDR1: 1220 S. ST. FRANCIS DR., RM 2
 ADDR2:
 CITY: SANTA FE
 STATE: NM ZIP: 87505-0000

05478 WELLS, PLUGGING

1 8 5279890
 A-PLUS WELL SERVICE
 P.O. BOX 1979
 3107 BLOOMFIELD HIGHWAY
 FARMINGTON NM 87499-0000
 TELEPHONE: 505-325-2627

TERM: NET 30
 FOB: DESTINATION
 DELIVERY: AS REQUESTED
 COMMENT 1: BID BOND ATTACHED
 COMMENT 2:
 TAX-ID NUMBER:

AMENDMENT DESCRIPTION

EXTEND BID OPENING DATE FROM: JANUARY 3, 2002
 TO: JANUARY 17, 2002

B001 12/21/01

ALSO, SEE ATTACHED SPECIFICATIONS.

 ITEM ARTICLE & DESCRIPTION UNIT QUANT PRICE ST
 VEN BID INFO VN

0001 TOTAL TURNKEY	-		8	
1			51,387.000000	1
- ABSTRACT REQUEST COMPLETED				

02 FEB -6 PM 3:26

01/01/02 10:00 AM

BID OFFER FORM (Page 1)

NEW MEXICO OIL CONSERVATION DIVISION

Plugging//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: 20-521-07-04091

Bid Opening Date and Time: JANUARY 3, 2002

JANUARY 17, 2002

BIDDER MUST COMPLETE AND SIGN		
<i>A-Plus Well Service</i>		
Bidder Name		
<i>3107 Bloomfield Highway</i>		
Street Address		
<i>FARMINGTON</i>	<i>NM</i>	<i>87401</i>
City	State	Zip
<i>505-325-2627</i>		
Telephone		
<i>William F. Clark</i>		<i>1-14-02</i>
Authorized Signature		Date
<i>William F. Clark</i>		<i>President</i>
Printed or Typed Name		Title
<i>02-208486-00-0</i>		
New Mexico Taxation & Revenue Dept. Identification No.		
<i>85-0403057</i>		
Federal Nine Digit Taxpayer Identification Number		

Mail =>

A-PLUS WELL SERVICE, INC.
PO BOX 1979
FARMINGTON, NM 87499

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

Attached to this form must be the SUPPLEMENTAL BID RATE SHEET, the LIST OF SUBCONTRACTORS
AND EQUIPMENT and _____:

BID OFFER FORM (Page 1A)

NEW MEXICO OIL CONSERVATION DIVISION

Plugging/Restoring Well/Well Site

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 BID \$ \$51,387⁰⁰

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

BID

WELL/WELL SITE

\$ See Attached Page

\$ _____

\$ _____

A-PLUS WELL SERVICE, INC.
PO BOX 1979
FARMINGTON, NM 87499

11 - A

Bid Offer Form (Page 1A)

Detail

1/14/02

New Mexico Oil Conservation Division

Bid No. 20-521-07-04091

Bidder - A-Plus Well Service, Inc

Well - Pitco #1

Amount of units provided:

36 P&A Rig hours at \$185/hr
5 Perforating
5 Cement plugs
220 sxs cement
2 4-1/2' cement retainers

1 Repair road to access location (\$2500)

Well Total Bid

\$ 23,738.00

Well - Jaco #60

Amount of units provided:

48 Full Package Rig hours at \$200/hr
2 Perforating
3 Cement plugs
180 sxs cement
2 4-1/2" cement retainers

1 Repair road to access location (\$3500)

Well Total Bid

\$ 27,649.00

Bid Total without Tax (Base Contract Sum)

\$ 51,387.00

← Bid

Tax at 6.0625%

\$ 3,115.34

Bid Total with Tax at 6.0625%

\$ 54,502.34

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BID OFFER FORM (Page 1)

NEW MEXICO OIL CONSERVATION DIVISION

Plugging//Restoring Well/Well Site

SUPPLEMENTAL BID RATE SHEET

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

Bid Identification Number: 20-521-07-04091

Bidder: A-Plus Well Service

The bid is not complete unless supplemental bid rates are furnished hereon.

DESCRIPTION OF SERVICE	RATE PER	UNIT
Rig equipped to perform all work set out in <u>P: A</u> Plugging/Remediation/Restoration Procedures <u>Drill out</u>	\$ <u>185⁰⁰</u> <u>200⁰⁰</u>	hour
Cement pumping	\$ <u>583⁰⁰</u>	plug
Cement to include any blending and any transportation costs	\$ <u>1138</u>	sack
Perforating to include ten holes per run and set-up charges	\$ <u>583⁰⁰</u>	run
Move-in, move-out charges <u>w/ Road Work</u>	\$ <u>5000⁰⁰</u>	well
Water truck - Capacity <u>80</u> barrels	\$ <u>65⁰⁰</u>	hour
Welder - Minimum hours if applicable: <u>4</u>	\$ <u>50⁰⁰</u>	hour
Backhoe - Minimum hours if applicable: <u>4</u>	\$ <u>70⁰⁰</u>	hour
Dozer - Minimum hours if applicable: <u>4</u>	\$ <u>90⁰⁰</u>	hour
Furnished tubular goods - Description: <u>2 3/8" tbg</u>	\$ <u>0.15</u>	foot/day

A-PLUS WELL SERVICE, INC.
PO BOX 1979
FARMINGTON, NM 87499

