

AE Order Number Banner

Report Description

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App Number: pEEM0420233082

NM - 29 SOUTHWEST WATER DISPOSAL



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

Lori Wrotenbery
Director
Oil Conservation Division

September 25, 2000

<u>CERTIFIED MAIL</u> <u>RETURN RECEIPT NO. 7099-3220-0000-5051-1231</u>

Mr. Morris D. Young Envirotech, Inc. 5796 U.S. Highway 64-3014 Farmington, NM 87401

RE: South West Water Disposal

Environmental Restoration Project

SEP 2000 POOM IN SEP 2000 PROPERTY OF SEP 2000 PROP

Dear Mr. Young:

The New Mexico Oil Conservation Division (OCD) inspected the Southwest Water Disposal (SWWD) location on September 7, 2000. Overall the OCD found the work that Envirotech Inc. has done to preserve and maintain the site holding fairly well. During the OCD inspection with Harlin Brown of Envirotech we reviewed some erosional problems that occurred at the facility and some possible ways to fix them without much more added expense.

I have enclosed the photos taken during that inspection and request that Envirotech provide the OCD with a plan to slow down the erosion process on the southeast and southwest corners of the site. We are hoping that if repairs are made the native vegetation will have more of a chance to gain hold next year.

Please keep in mind to receive payment for work performed, the proposed erosional restoration work must be finished by the contract deadline, October 30, 2000.

If you have any questions please contact Martyne Kieling at (505) 827-7153.

Sincerely,

Martyne J. Kieling

Environmental Geologist

xc with attachments: Aztec OCD Office



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

October 5, 2000

Lori Wrotenbery
Director
Oil Conservation Division

<u>CERTIFIED MAIL</u> <u>RETRUN RECEIPT NO. 7099-3220-0000-5051-1262</u>

Morris D. Young C.E.S., President Young Environmental Services d/b/a Envirotech Inc. 5796 U.S. Highway 64 Farmington, NM 87401

RE: Contract 00-521.25-028 for restoration and remediation of abandoned Surface Waste Management Facility (South West Water Disposal)

Dear Mr. Young:

Enclosed please find one original and three copies of a Change Order for Contract 00-521.25-028. To expedite this process please sign and return the original and three copies to me at your earliest convenience.

If you have any questions, please call me at 505/827-7153.

Sincerely,

Martyne J. Kieling Environmental Geologist

xc: Lyn Hebert, OCD Legal Counsel OCD Aztec

Martyn g Ky.



File

Envirotech, Inc. 5796 U.S. Highway 64 Farmington, NM 87401 (505) 632-0615 Fax (505) 632-1865 CUSTOMER #: 99005
INVOICE #: 5037
INVOICE DATE: 03/23/00

DUE DATE: 04/22/00

BILL TO:

EMNRD-OCD 1000 Rio Brazo Road Aztec, NM 87410 JOB: 900503 Southwest Water Disposal Contract# 90-521-25-06310 Well/Well Site Plugging/Remd.

Restoration

DESCRIPTION	QUANTITY	PRICE	AMOUNT
OTHER			
REPORT PREPARATION			
03/23/00 Contract Billing	1.00 EA.	1110.00 / EA.	1,110.00
Environmental Scientist - Report of	Site Cleanup		
REPORT PREPARATION TOTAL:			1,110.00
TOTAL OTHER:			1,110.00
		SUBTOTAL	1,110.00
· · · · · · · ·	•	SALES TAX:	63.83
		NET DUE:	1,173.83

Thank you for your business!



February 11, 2000

<u>CERTIFIED MAIL</u> <u>RETRUN RECEIPT NO. Z-559-573-272</u>

Morris D. Young C.E.S., President Young Environmental Services d/b/a Envirotech Inc. 5796 U.S. Highway 64 Farmington, NM 87401



RE: Contract 00-521.25-028 for restoration and remediation of abandoned Surface Waste Management Facility (South West Water Disposal)

Dear Mr. Young:

Enclosed please find one original and three copies of a Change Order for Contract 00-521.25-028. To expedite this process please sign and return the original and three copies to me at your earliest convenience.

If you have any questions, please call me at 505/827-7153.

Sincerely,

Martyne J. Kieling

Environmental Geologist

xc: Lyn Hebert, OCD Legal Counsel

Martin Thus

OCD Aztec

OIL CONSERVATION DIVISION 2040 South Pacheco Street Santa Fe, New Mexico 87505 (505) 827-7131

September 20, 1999

FEDEX OVERNIGHT

Morris D. Young C.E.S., President Young Environmental Services d/b/a Envirotech Inc. 5796 U.S. Highway 64 Farmington, NM 87401

RE: Restoration and Remediation of The Abandoned Surface Waste Management

Facility (South West Water Disposal) Contract (No. 00-521.25-028) San Juan

County

Dear Mr. Young:

Enclosed is an executed copy of the above-referenced contract. Please proceed to remediate and restore the facility and bill us for the work.

Enclosed are: (i) a "Minimum Wage Rate Poster" for posting in a prominent and easily accessible place at the site of the project; (ii) a copy of the letter received from the Department of Labor; (iii) a copy of the Notification of Award returned to the Department of Labor; and (iv) the rest of the information received from the Department of Labor. Please note that Young Environmental Services d/b/a Envirotech Inc. and each subcontractor must forward one copy of each certified weekly payroll to the Labor and Industrial Division of the Department of Labor within five (5) working days after the close of each payroll period.

If you have any questions, please feel free to call either me at 505/827-8156 or Martyne Kieling at 505/827-7153.

Sincerely

Legal Counsel

xc: Martyne Kieling, OCD Santa Fe

RECEIVED

OIL CON. DIV.

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

WELL/WELL SITE PLUGGING/REMEDIATION/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, Young Environmental Services d/b/a Envirotech Inc. hereinafter referred to as the "Contractor".

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1 Scope of Services

The Contractor shall perform the work necessary to properly plug/remediate/restore in 1.1 accordance with the Rules and Regulations of the EMNRD-OCD pursuant to the plugging/remediation/restoration procedures attached hereto as Exhibit "A" the following commercial surface waste disposal facility (the "Facility"):

OPERATOR	SITE NAME	LOCATION	COUNTY
Southwest Water Disposal	Surface Waste Management Facility Evaporation Pond	SE/4 SW/4 32-30N-9W	San Juan

This contract is entered into pursuant to Invitation For Bids No. 90-521-25-06310 issued by the State Purchasing Division. The terms and conditions of that IFB are incorporated herein by reference and made a part hereof.

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

Compensation

- 2.1 EMNRD-OCD shall pay to the Contractor in full payment for services rendered the sum of The hundred thirty-two thousand nine hundred sixty-two Dollars (\$132,962), except as provided herein for payment under Supplemental Rate Schedule (attached as Exhibit "B").

 2.2 If problems are encountered which could not be result.
 - 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 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 on September 30, 2000, 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 and/or 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:

Martyne J. Kieling

Contracting Division:

New Mexico Oil Conservation Division 2040 S. Pacheco Santa Fe, NM 87505 (505) 827-7153

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:

Morris D. Young, C.E.S., President

Young Environmental Services d/b/a Envirotech Inc. 5796 U.S. Highway 64 Farmington, NM 87401

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 then 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:	FOR:
STATE OF NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT - OIL	Young Environmental Services d/b/a Envirotech Inc.
CONSERVATION DIVISION	(Contractor) Federal ID # 85-0394202
By Louceyofale Title	Title Profesioner Journal
Date: $B/2.5$) 9 9	Date: 8/18/99
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.: 02-180490-007

Date: 8/18/99

00-521.25-028

EXHIBIT A

The contractor shall:

- Remove and dispose of fluids in tanks to an OCD-approved surface waste management facility;
- 2. Remove and dispose of all tanks, vessels, equipment, hardware, and debris;
- 3. Remove and dispose of buildings and foundations;
- 4. Excavate the previously covered skimmer pit that is approximately fifty feet by fifty feet by seven feet deep (50'x 50' x 7') and remove the contaminated soils to an OCD-approved surface waste management facility;
- 5. Reroute all surface drainage to main channel of natural wash west of facility/ away from the Facility. Dirt work will include: Construction of terraces with a slight northwesterly gradient; Use gravel onsite to armor down slope side of terrace; Aggregate onsite to be spread as surface cover on the former pit; Construction of storm water basin at access road with overflow control devices to divert water to cliff-side fall; and Construct four (4) gabion drop structures to make the transition from the cliff-side fall to the natural drainage grade.
- 6. Plug top to bottom and abandon eight (8) four (4) inch schedule 40 PVC monitoring wells. Depth of wells as follows: Well No.1 is 36.5 feet; Well No. 5 is 75 feet; Well No. 8 is 53 feet; Well No. 9 is 35 feet; Well No. 10 is 58 feet; Well No. 11 is 35 feet; Well No. 12 is 55 feet; and Well No. 13 is 82 feet.
- 7. Fill and re-grade skimmer pit area, surface depressions and erosional features at the Facility; and
- 8. Contour, terrace, prepare the soil and seed with native vegetation to prevent all future erosion or degradation of the Facility, which will include the borrow pit and access road north of the facility.
- 9. Provide additional seeding and modification or repair of surface drainage and erosion control devices if determined to be needed after follow-up inspection nine (9) months after the facility is initially seeded.

EXHIBIT B

SUPPLEMENTAL RATE SCHEDULE:

DESCRIPTION OF SERVICE	RATE PER	UNIT
Rig equipped to perform all work set out in Plugging/Remediation/Restoration Procedures	S N/A	
Cement pumping	S N/A	and a Sant real account
Cement to include any blending and any transportation costs	s N/A	sack
Plugging additional monitor wells	s 0.71 .	XXX Foot
Move-in, move-out charges	\$ 60.00	hour
Water truck - Capacity 80 barrels	\$ 60.00	hour
Tractor and Seeder - Minimum hours if applicable N/A .	\$ 75.00	hour
Backhoe - Minimum hours if applicable: N/A ·	\$ 59.00	hour
Dozer - Minimum hours if applicable: N/A -	\$ 100.00	hour
Track Hoe - Minimum hours if applicable N/A ·	\$ 97.00	hour
Trucking - Minimum hours if applicable N/A .	\$ 60.00	hour
Front End Loader - Mininum hours if applicable	· \$ 85.00 .	hour
Environmental Technician	\$ 55.50	hour
Lab Analysis TPH	\$ 69.50	per analysis
Lab Analysis BTEX	\$ 69.50	per analysis
Contaminated Soil Offsite Remediation/Disposal	\$ 16.00	per cubic yard
Labor	\$ 19.80	hour
Native Seed Mix	\$ 10.62	per pound
Scraper	\$ 90.00	hour
Motor Grader	\$ 75.00	hour

STATE OF NEW MEXICO

GSD - PURCHASING DIVISION

PO BOX 26110

SANTA FE. NEW MEXICO 87502-0110

シレハー

MAIL TO:



SANTA FE,

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5275218

Envirotech Inc. 5796 U.S. Highway 64-3014 Farmington, NM 87401 Attn: Morris Young

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

WELL PLUGGING - SAN JUAN COUNTY

CONTRACT

BID NUMBER:

90-521-25-06310

COMMODITY CODE(S): 05478

COMPANY: Young Environmental Services

dba Envirotech Inc.

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

E. TO BE WALTH BID MUST BE STONED

NOTE: TO BE VALID BID MUST BE SIGNED

SIGNATURE: NAME: Morris D Young

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

FOB POINT: JOBSITE REQUESTED DELIVERY: WITHIN 2 WEEKS ARO

VENDOR'S DELIVERY: 1 Week ARO
DELIVERY MAY BE CONSIDERED IN
THE AWARD.

BUYER: KATHY SANCHEZ (505) 827-0487

SEALED BID OPENING: FORMAL STATE PURCHASING AGENT'S OFFICE

STATE PURCHASING AGENT'S OFFICE DATE: 05/27/99 TIME: 02:00 PM

SHIP TO:
ENERGY, MINERALS AND NATURAL
RESOURCES DEPT
2040 S PACHECO
SANTA FE NM 87503

INVOICE:

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 <u>20</u> SHEETS, PLUS <u>SAMPLES WHICH COMPRISE</u> SPECIFICATIONS, INSTRUCTIONS, AND BID FORMS. IF YOUR INVITATION CONTAINS LESS, PLEASE ADVISE THIS OFFICE IMMEDIATELY.

IF APP	LICAB	LE -	BIDDER	ACKNOWLEDGES	RECEIPT	0F	THE	FOLLOWING	AMENDMENT (S)
AMENDM	ENT N	10:	DATE):	AMENDMEN	IT I	NO:	DATED:_	
AMENDM	ENT N	0:	DATE):	AMENDMEN	IT I	NO:	DATED:_	

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

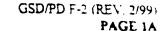
- 1. General: When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
- 2. Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.

3. Assignment:

- A. Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
- B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State:
- 4. State Furnished Property: State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- 5. Discounts: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
- 6. Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense promptly after notice of rejection.
- 7. Inspection of Plant: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
- 8. Commercial Warranty: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
- Taxes: The unit price shall exclude all State taxes.

10. Packing, Shipping and Invoicing:

- A. The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.
- B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
- C. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
- 11. Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess costs occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
- 12. Non-collusion: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
- 13. Non-discrimination: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336).
- 14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
- 15. All bid items are to be NEW and of most current production, unless otherwise specified.
- Payment for purchases: Except as otherwise agreed to: Late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
- 17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this { Agreement} may be terminated by the contracting agency.
- 18. ATTENTION: Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.





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

IMPORTANT BIDDING INFORMATION

AS INDICATED IN THIS BID WERE (ARE) GROWN, PRODUCED, PROCESSED. OR MANUFACTURED WHOLLY IN THE STATE OF NEW MEXICO. SIGNATURE OF BIDDER: (Vendor Minst Sign) RESIDENT PREFERENCE – PURSUANT TO SECTIONS 13-1-1 & 13-4-2 NMSA 1978, BIDDERS CLAIMING 5% PREFERENCE MUST BE CERTIFIED PRIOR TO BID OPENING. All Bidders must notify the State Purchasing Agent if any employee(s) of the requesting agency or the Office of the State Purchasing Agent have a financial interest in the bidder: If YES, SPECIFY, BY NAME: TABULATION REQUESTED (Tabulation will be mailed upon request – INSERT CHECK MARK IF YOU WISH TO RECEIVE TABULATION) TELEPHONE RESULTS OF BIDS WILL NOT BE GIVEN.	RESIDENT MANUFACTURER PREFERENCE – To expedite the dea Resident Manufacturer Preference, vendor must complete the following if	ermination of eligibility for the 5% applicable:
AS INDICATED IN THIS BID WERE (ARE) GROWN, PRODUCED, PROCESSED. OR MANUFACTURED WHOLLY IN THE STATE OF NEW MEXICO. SIGNATURE OF BIDDER: (Vendor Must Sign) RESIDENT PREFERENCE – PURSUANT TO SECTIONS 13-1-1 & 13-4-2 NMSA 1978, BIDDERS CLAIMING 5% PREFERENCE MUST BE CERTIFIED PRIOR TO BID OPENING. All Bidders must notify the State Purchasing Agent if any employee(s) of the requesting agency or the Office of the State Purchasing Agent have a financial interest in the bidder: X NO FINANCIAL INTEREST YES, SPECIFY, BY NAME: X TABULATION REQUESTED (Tabulation will be mailed upon request – INSERT CHECK MARK IF YOU	(WE) CERTIFY THAT THE FOLLOWING ITEMS NUMBERED A	LL ROCK PRODUCTS, SEED
WHOLLY IN THE STATE OF NEW MEXICO. SIGNATURE OF BIDDER: (Vendor Minst Sign) RESIDENT PREFERENCE – PURSUANT TO SECTIONS 13-1-1 & 13-4-2 NMSA 1978, BIDDERS CLAIMING 5% PREFERENCE MUST BE CERTIFIED PRIOR TO BID OPENING. All Bidders must notify the State Purchasing Agent if any employee(s) of the requesting agency or the Office of the State Purchasing Agent have a financial interest in the bidder: NO FINANCIAL INTEREST TYPES, SPECIFY, BY NAME: **ITABULATION REQUESTED (Tabulation will be mailed upon request – INSERT CHECK MARK IF YOU		
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State Purchasing Agent have a financial interest in the bidder: NO FINANCIAL INTEREST YES FINANCIAL INTEREST IF YES, SPECIFY. BY NAME: X TABULATION REQUESTED (Tabulation will be mailed upon request – INSERT CHECK MARK IF YOU		
IF YES, SPECIFY, BY NAME: X TABULATION REQUESTED (Tabulation will be mailed upon request – INSERT CHECK MARK IF YOU		the requesting agency or the Office of the
X TABULATION REQUESTED (Tabulation will be mailed upon request – INSERT CHECK MARK IF YOU	▼ NO FINANCIAL INTEREST YES FINANCIAL	CIAL INTEREST
	IF YES, SPECIFY, BY NAME:	

FAILURE OF BIDDERS TO COMPLETE BIDDING DOCUMENTS IN ACCORDANCE WITH ALL

INSTRUCTIONS PROVIDED IS CAUSE FOR THIS OFFICE TO REJECT BIDS.

Brand names and numbers are for reference only, equivalents will be considered. If bidding "Equivalent," BIDDERS MUST BE PREPARED TO FURNISH "COMPLETE DATA" UPON REQUEST, PREFERABLY WITH BID TO AVOID DELAY IN AWARD.

Specifications on the bid are not meant to exclude any bidder or manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized "only" if required to match existing equipment.

If any bidder is of the opinion that the specifications as written preclude him from submitting a proposal on this bid. it is requested that his opinion be made known to the State Purchasing Agent, in writing, AT LEAST SEVEN (7) DAYS PRIOR to the bid opening date.

Bidders must, upon request of the State Purchasing Agent's Office, provided information and date to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The State Purchasing Agent reserves the right to require a bidder to furnish a Performance Bond PRIOR TO AWARD, where the bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the bidder.

PAGE 1B GSD/PD F-2 (REV. 2/99)

speled to clearly show the bid number, item number and the bidder's name, regardless of any attempt by a bidder to condition the bid. Unsolicited bid samples or descriptive literature which are submitted at the bidder s risk, will not Unless otherwise indicated in the bid specifications samples of the items when required, shall be furnished free of mutibated in testing, will be returned upon request by mail, express or freight. COLLECT. Each sample must be expense to the State of New Mexico prior to the time set for the opening of the bids. Samples not destroyed or e examined or tested, and will not vary from any of the provisions of the invitation to Bid.

AWARDS

required, bids will be evaluated to determine which bidders offers the lowest cost to the state in accordance with the DETERMINATION OF LOWEST BIDDER - Following determination of product acceptability if any is specifications, terms & conditions set forth in the Invitation to Bid/Request for Quotation.

groups of items; on the basis of individual nems; or any combination of these; or as otherwise specified in bid terms. The State Purchasing Agent reserves the right to award this Invitation to Bid/Request for Quotation in total: by which ever, in his/her judgment, best serves the interest of the State of New Mexico.

Alternate bids will be considered only if the bidder is successful on the base bid. Offers with two base bids will be disqualified. Base bid must be identified as prime bid.

waive technical irregularities, and to award to the bidder whose bid is deemed to be in the best interest of the The N.M. State Purchasing Director or his/her designee reserves the right to accept and/or reject any and all of New Mexico.

SPECIAL NOTICE - To preclude possible errors and/or misimerpretations, bid prices must be affixed legibly in ink. or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening Failure to do so will be just cause for rejection of bid. Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by bidder. submittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact, after bids have been opened, may be permitted to withdraw the bid upon written request prior to award at the discretion of the State Purchasing Agent.

F.O.B. DESTINATION - Means goods are to be delivered to the destination designated by the user, which is the pount at which the user accepts ownership or title to the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. DESTINATION may cause a bid to be declared non-responsive. If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact Paula Salazar (827-0474) of this office at least 5 working days prior to the scheduled

GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

may +

Pag

CONTRACT

ARTICLE I - STATEMENT OF WORK Contract to provide requirements as indicated in specifications

ARTICLE II - TERM

The term of this Contract will be as indicated in specifications

ARTICLE III - TERMINATION

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

ARTICLE IV - AMENDMENT

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

ARTICLE V - PRICE SCHEDULE

Price(s) as listed are firm.

ARTICLE VI - INDEMNITY CLAUSE

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

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

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

ARTICLE VII - CONTRACTOR AGREEMENT

Contractor agrees to:

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

CONTRACTOR LICENSE NUMBER (IF APPLIC	CABLE)	320	99	CLASSIFICATION:	GB.98,	GF.07,	GF.08
•		;	•		GS.29		

STATE OF NEW MEXICO

GENERAL SERVICES DEPARTMENT

90-521-25-06310

PURCHASING DIVISION

PAGE 3

ITEM *APPROX* UNIT * ARTICLE - UNIT * QTY * * AND DESCRIPTION - PRICE

0001

INVITATION FOR BIDS (IFB) FOR THE PLUGGING/REMEDIATION/RESTORATION OF A

COMMERCIAL SURFACE-WATER DISPOSAL FACILITY:

\$132,962

SOUTHWEST WATER DISPOSAL - SE/4 SW/4 32-30N-9W, SAN JUAN, COUNTY.

**** 1 TOTAL ITEM(S) ****

BID FORM

NEW MEXICO OIL CONSERVATION DIVISION

Plugging/Remediating/Restoring 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:90-521-25-06310

Bid Opening Date and Time: May 27, 1999 @ 2:00PM

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.

Young Environmental Service dba Envirotech Inc. Bidder Name 5796 U.S. Highway 64 Street Address Farmington			••••••••••••••••••••••••••••••••••••••		_
City	S	t	a	t	- e
	Zip				
	Zip				
(505) 632-0615	87401				_

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 \$ 132,962

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

IUK.

STATE OF	NEW	MEXICO	TAXATION	AND
REVENUE	DEPA	RTMENT	•	

I.D. NO.:	02155491009	
By:	· .	
Date:		

BID FORM (Page 2)

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

Bid Number: 90-521-25-06310

Young Environmental Services

Bidder: <u>dba Envirotech Inc.</u>

Subcontractors List

Dump Truck White

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
Site Grading	ALLRED GRADING & EXCAVATION	P.O. Box 1875 kirtland, NM 87417	(505) 598-1940
	·		

EOUIPMENT LIST

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

ТҮРЕ	MANUFACTURER	MODEL	CAPACITY	COND
Backhoe	Caterpillar	416C	1-1/4 yd bucket	excelle
Backhoe/ Excavator	Caterpillar	416B	1-1/4 yd bucket	excelle
Excavator	Caterillar	330B	1-1/4 yd bucket	excelle
Loader	Caterpillar	938F	3-1/2 yd bucket	excelle
Dozer	Caterpillar	D8G		good
Grader	Caterpillar	146	14' Blade	good
End Dump	Kenworth	T800	20 cubic yard	good

Western Star

14 cubic yard

good

BID FORM (Page 1)

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: 90-521-25-06310

Young Environmental Services dba Envirotech Inc.

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	\$ N/A	hour
Cement pumping	s N/A	plug
Cement to include any blending and any transportation costs	s N/A	sack
Plugging additional monitor wells	\$ 0.71	XWX Foot
Move-in, move-out charges	\$ 60.00	hour
Water truck - Capacity 80 barrels	\$ 60.00	hour
Tractor and Seeder - Minimum hours if applicable N/A	\$ 75.00	hour
Backhoe - Minimum hours if applicable: N/A	\$ 59.00	hour
Dozer - Minimum hours if applicable: N/A	\$ 100.00	hour
Track Hoe - Minimum hours if applicable N/A	\$ 97.00	hour
Trucking - Minimum hours if applicable N/A	\$ 60.00	hour
Front End Loader - Mininum hours if applicableN/A	\$ 85.00	hour
Environmental Technician	\$ 55.50	hour
Lab Analysis TPH	\$ 69.50	per analysis
Lab Analysis BTEX	\$ 69.50	per analysis
Contaminated Soil Offsite Remediation/Disposal	\$ 16.00	per cubic yard
Labor	\$ 19.80	hour
Native Seed Mix	\$ 10.62	per pound

Scraper	\$ 90.00	hour
Motor Grader	\$ 75.00	hour

NMOCD -Southwest Water Disposal

Task 1: Remove and dispose fluids from tanks to an approved OCD surface management facility.

Disposal Labor \$17,585.00 \$1,584.00

Task 1 Sub-Total

\$19,169.00

Task 2: Removal and dispose tanks, vessels, equipment, hardware and debris.

Trucking		\$3,600.00
Débris disposal		\$840.00
Tank Destruct		\$1,200.00
	Task 2 Sub-Total	\$5.640.00

Task 3: Removal of demolition and disposal of buildings and foundation.

Trucking		\$1,800.00
Debris Disposal		\$420.00
Trackhoe		\$194.00
Loader		<u>\$340.00</u>
	Task 3 Sub-Total	\$2 754 00

Task 4: Excavation of previously covered skimmer pit that is approximately 50' by 50' by 7' and removal of contaminated soil to Envirotech's NMOCD approved Soil Remediation Facility, Landfarm #2.

Pit Excavation - $(50' \times 50' \times 7' = 648.14 \text{ cy} \times 1.25 = 810 \text{ cy})$

Mobe/Demobe	\$360.00
Trackhoe	\$1,940.00
Environmental Scientist -Field	\$555.00
Pit closure analysis	•
USEPA 8015 (5)	\$347.50
USEPA 8021 (5)	\$347.50
Environmental Scientist - Report	\$1,110.00

Soil Remediation (810 cy) at Envirotech Landfarm #2

810 cy = 45 loads Loader \$26,460.00 \$1,700.00 Task 4 Sub-Total \$32,820.00 Task 5: Reroute all surface drainage to main channel of natural wash west of facility / away from the facility;

Dirt work; construction of terraces, storm water control devices. Terraces with a slight northwesterly gradient will be constructed with a free board

Grade design, control, staking \$5,647.50
Dozer, Scraper, and motor grader \$12,311.00
Trackhoe (construct storm channel) \$9,700.00
Gabion weirs for storm water channel \$9,600.00

(Labor and materials; four 20' x 30' drop structures)

Task 5 Sub-Total \$37,258.50

Task 6: Plug and abandon eight monitor wells

3/8" Hole plug (14 bags) \$143.22 Labor \$160.00 Task 6 Sub-Total \$303.00

Task 7: Fill and regrade skimmer pit area, surface depressions, and erosional features at the Facility,

Envirotech proposes to lower the elevation of the former skimmer pit area rather than backfill the excavation. Cobble material around the skimmer pit area will be used to provide a band of cover along the downslope side of terraces constructed across the former evaporation pond. This will serve several purposes: 1) the sandy-cobble matrix will help hold the clay matrix of the former evap pond in place, 2) the granular matrix will also aid in holding moisture on the flat area, 3) the granular matrix will serve as an energy dissipater for storm water crossing the evap area, 4) removing the cobble and sand surrounding the former skimmer pit will improve the profile of the site and allow a better transition from the upper tank pad to the lower tank pad (Why fill a hole on an artificial hill when, by moving the hill surrounding the hole, you can provide an improved soil matrix and erosional armor for the clayey areas below?),

Surface depressions and erosional features will be excavated as needed to allow equipment to compact from the base of the erosional feature to the surface and prevent undercutting new backfill.

Dirt work (dozer, scraper and motor grader) \$12,311.00 Trackhoe - excavator \$4,850.00 Task 7 Sub-Total \$17,161.00 Task 8: Re-contour, terrace, prepare soil and seed with native vegetation to prevent all future erosion or degradation of the facility including the barrow pit and access road at the north end of the facility.

Major dirt work completed in Item #5 & Item #7

Seed (2# per acre, 12 acres)

\$260.00

(Alkali Sacatone - bunch grass suitable to arid alkali environment: BLM recommendation is considered over seedina)

Straw (30 ton) \$1,150.00 Straw Transportation \$1,170.00 Straw Mulcher \$5,400.00 Labor \$900:00 Farm Tractor - disk site, cut straw into soil \$2,250.00

Task 8 Sub-Total

\$10,870.00

Task 9:

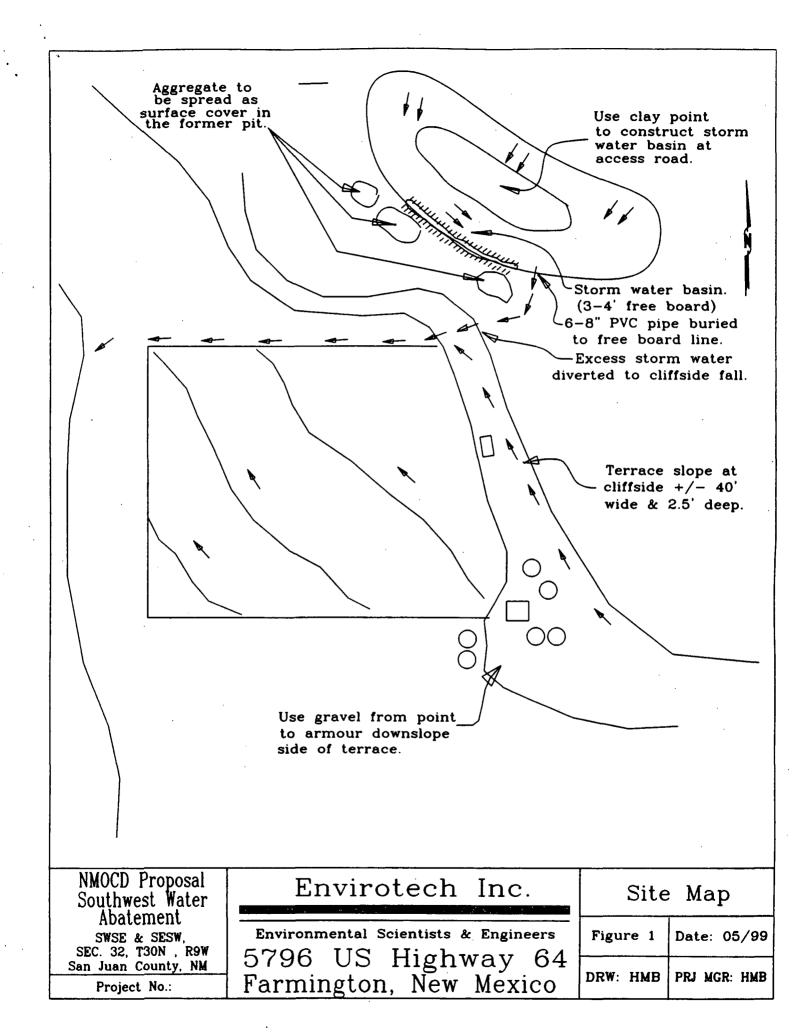
Additional seeding and modification or repair of surface drainage and erosion control devices to be determined after follow-up inspection nine months after facility is initially seeded.

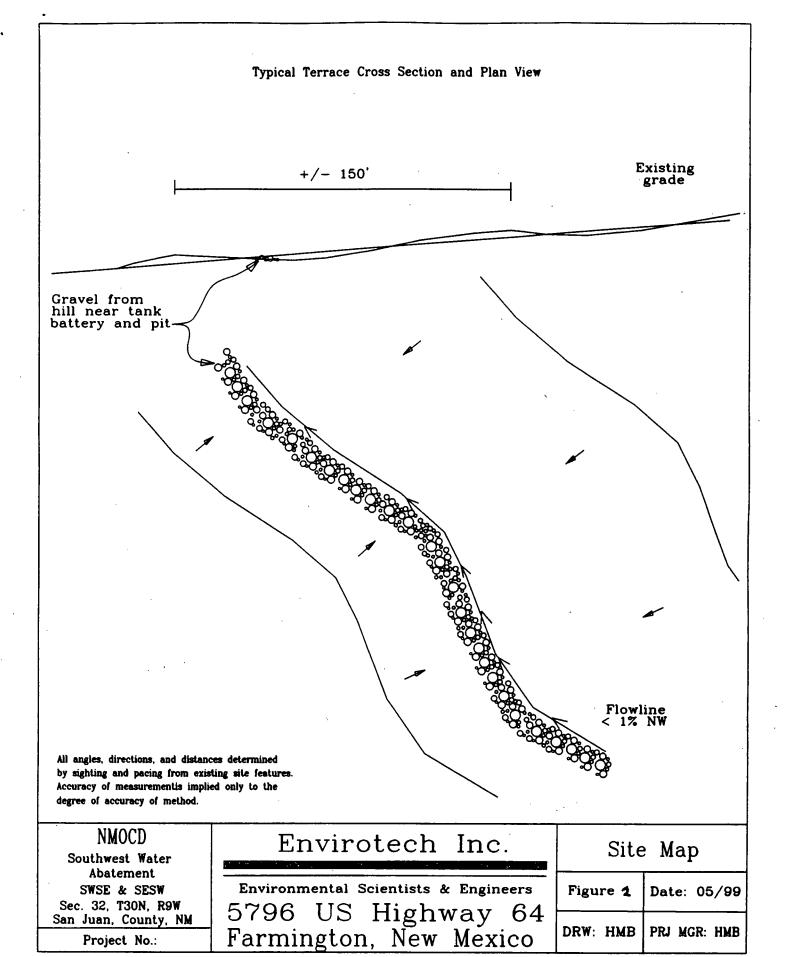
No charge for reinspection Repairs at rates

Proposal Summary by Task

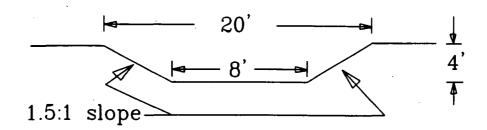
Task 1:	Fluid disposal to approved facility	\$19,169.00
Task 2:	Tank and hardware disposal	\$5,640.00
Task 3:	Building demo and disposal	\$2,754.00
Task 4:	Skimmer pit remediation	\$32,820.00
Task 5:	Drainage reroute	\$37,258.50
Task 6:	Plug and abandon monitor wells	\$303.00
Task 7:	Fill & re-grade skimmer pit and erosion	\$17,161.00
Task 8:	Grade, terrace, seeding, incl. barrow area	\$10,870.00
	Total	\$125,975.50

Plus NMGRT





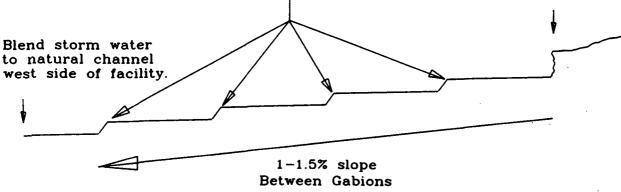
Typical Cross Section Drop Structure along north boundary of site.



Typical Cross Section East-west profile north channel

4 Gabion drop structures 20' wide by 30' long cobble filled chainlink gabion will drop water in 4' steps in a channel along the north edge of the site.

Channel overflow storm water from barrow area to cliffside drop.



All angles, directions, and distances determined by sighting and pacing from existing site features. Accuracy of measurementis implied only to the degree of accuracy of method.

NO SCALE

NMOCD
Southwest Water
Disposal
East Main
Farmington, New Mexico
San Juan County, NM
Project No. 95056-04

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	* * /-	×	<u> </u>	14		خينا		1.5
•	LJ	. 1	Λ I.			T	TI	IC.

Envirotech Inc

5796 US Highway 64 Farmington, New Mexico

Site Map		
Figure 3	Date: 03/98	
DRW: HMB	PRJ MGR: CMW	

RIDER TO BOND INVOLVING TOXIC MATERIAL

This bond is being issued subject to the following express conditions wich 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, Obligee 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 Obligee, or one year after substantial completion, whichever occurs last.

THIRD:

No right of action against Surety shall inure to the benefit of any person, firm or corporation other than the Obligee, or for the use or benefit of the Obligee.

FOURTH:

Notwithstanding any provision contained to the contrary in the contract documents between the Principal, Obligee and/or Owner, Surety shall not be held liable or in any other respect be responsible to the Obligee 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 $\frac{5}{27}$ /1999.

GULF INSURANCE COMPANY SURETY

Attorney-In-Fact KATHLEEN D. DEBORD

THE AMERICAN INSTITUTE OF ARCHITECTS



BOND # **AE6132418**

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. TOUHY 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 DE PARTMENT

OIL CONSERVATION DIVISION 2040 S. PACHECO SANTA FE, NM 87505

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

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid--Dollars (\$ 5%), 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

Plug Monitor Wells and Recontour Surface @ SW Water Disposal Site-SE/4 SW/4 32-30N 9W San Juan County

(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 27th day of May, 1999.

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

(Przneipal)

(Seal)

(Seal)

KATHLEEN D. DEBORD, Attorney-in-Fact

AIA DOCUMENT A310 BID BOND AIA ® FEBRUARY 1970 ED THE AMERICAN

INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W. WASHINGTON, D.C. 20006

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

1



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 6132418 NUMBER AE

NAME, ADDRESS CITY, STATE, ZIP PRINCIPAL:

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

\subseteq	EFFECTIVE DATE
	05/27/99
	CONTRACT AMOUNT
\$	
_	BOND AMOUNT
\$	FIVE PERCENT OF AMOUNT BID 5%

KATHLEEN D. DEBORD

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 bereto affixed.

HSURANCE

GULF INSURANCE COMPANY

Christopher E. Watson President

STATE OF NEW YORK COUNTY OF KINGS

STATE OF NEW YORK

COUNTY OF NEW YORK

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.

SEAI

SPIRO K. BANTIS Notary Public, State of New York No. 24-4861345

Qualified in Kings Commission Expires May 12, 2000

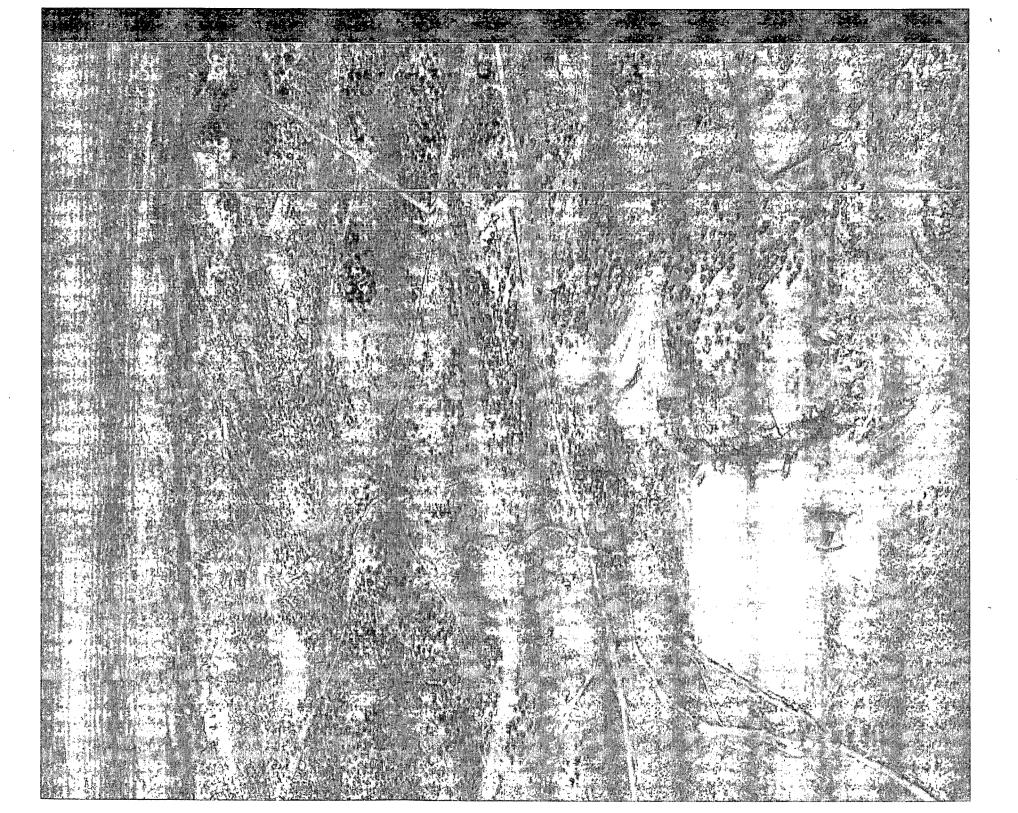
1. the undersigned. Executive Vice President of the Gulf Insurance Company, a Missouri Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force. HSURANCE

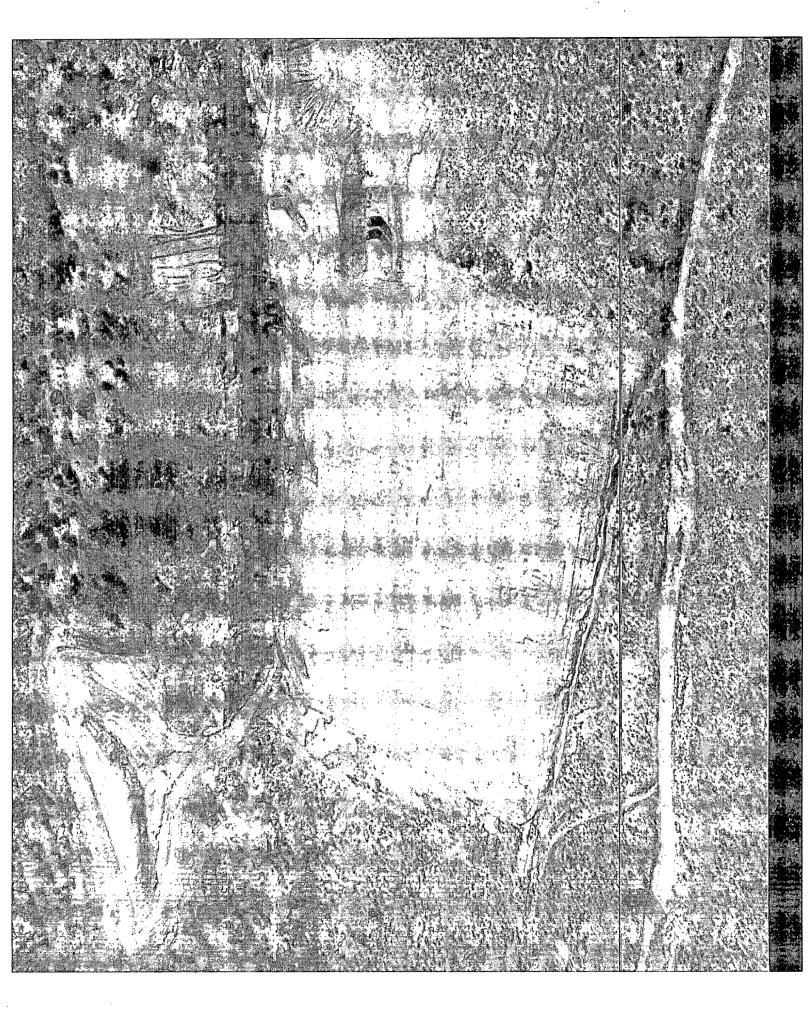
Signed and Sealed at the City of New York.

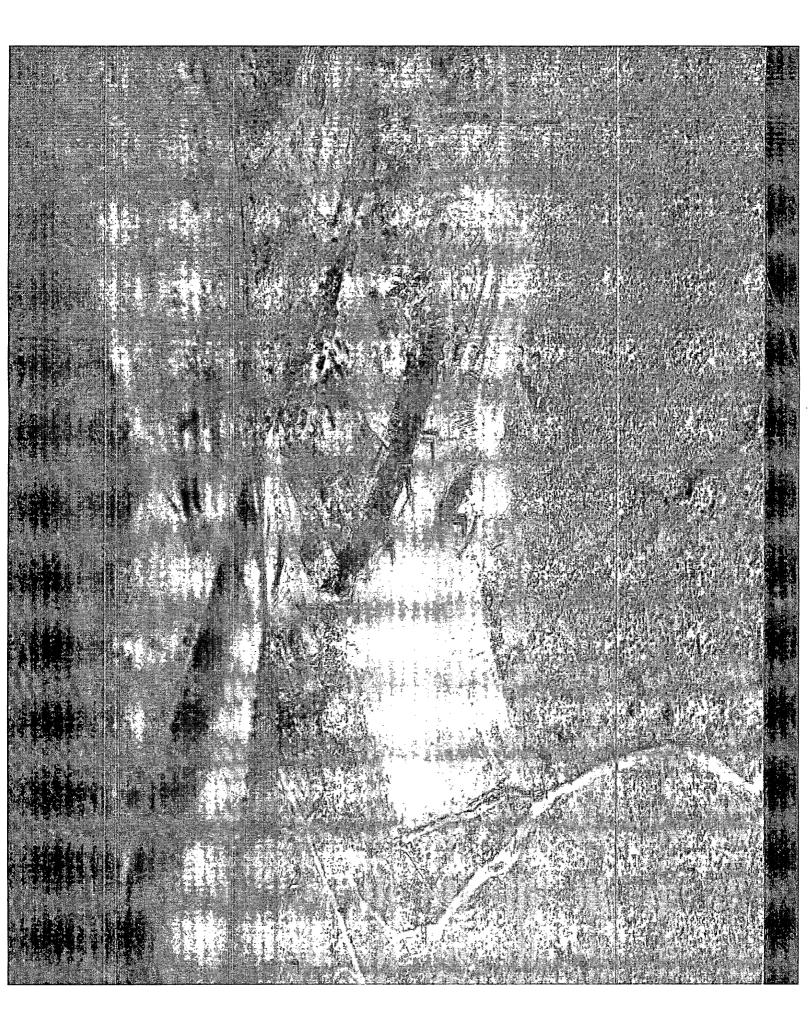
27TH Dated the

. 19 99

Lawrence P. Miniter **Executive Vice President**







SITE INFORMATION AND PLUGGING/REMEDIATION/RESTORATION PROCEDURES

ARTICLE I - STATEMENT OF WORK

- A. EMNRD is requesting proposals to provide professional services to design and implement the final closure of a commercial surface waste management facility (Facility) located in SE/4 SW/4 of Section 32, Township 30 North, Range 9 West, San Juan County, New Mexico. The final closure will include, as applicable:
 - 1. Removal and disposal of fluids in tanks to an OCD-approved surface waste management facility;
 - 2. Removal and disposal of all tanks, vessels, equipment, hardware, and debris;
 - 3. Removal of demolition and disposal of buildings and foundation;
 - 4. Excavation of the previously covered skimmer pit that is approximately fifty feet by fifty feet by seven feet deep (50' x 50'x7') and removal of contaminated soils to an OCD-approved surface waste management facility;
 - 5. Reroute all surface drainage away from the Facility, which may include the use of rip rap, erosion control mats, or other appropriate erosion control methods;
 - 6. Plug and abandon eight (8), four (4) inch schedule 40 PVC monitoring wells. Depth of wells as follows: Well No. 1 is 36.5 feet; Well No. 5 is 75 feet; Well No. 8 is 53 feet; Well No. 9 is 35 feet; Well No. 10 is 58 feet; Well No. 11 is 35 feet; Well No. 12 is 55 feet; and Well No. 13 is 82 feet.
 - 7. Fill and regrade skimmer pit area, surface depressions and erosional features at the Facility; and
 - 8. Recontour, terrace, prepare the soil and seed with native vegetation to prevent all future erosion or degradation of the Facility, which shall include the borrow pit and access road north of the Facility.
 - 9. Additional seeding and modification or repair of surface drainage and erosion control devices to be determined after follow-up inspection nine (9) months after facility is initially seeded.
- B. The proposal should be designed in the general format shown in A.1 through 9 above. The successful offeror must have all licenses and certifications required to design and implement the closure.

ARTICLE II - BACKGROUND

- A. The Oil and Gas Act, Chapter 70, Article 2, NMSA 1978, authorizes the Oil Conservation Division (OCD) to regulate the disposition of non-domestic wastes resulting from the exploration, development, production or storage of crude oil or natural gas to protect public health and the environment.
- B. OCD permits and regulates commercial waste disposal facilities that collect, dispose, evaporate or store produced water, drilling fluids, drill cuttings, completion fluids and/or other approved oil

field-related waste in surface pits, ponds, or below grade tanks. Such facilities are required to be closed at the cessation of disposal operations to protect public health and the environment.

C. The Facility was initially remediated to eliminate the immediate threat to public health and the environment. During this remediation effort the 396 foot by 387 foot evaporation pond was treated to prevent the formation of hydrogen sulfide (H₂S), the water was evaporated and/or hauled to an OCD authorized disposal facility, equipment was removed from the pond and the pond was filled in.

ARTICLE III. - FACILITY SITE INFORMATION

- A. OCD has certain information and documentation that may be helpful to offerors in preparing their proposals, including the following:
 - 1. A plat and topographic map showing the location of the Facility in relation to governmental surveys (1/41/4 section, township and range), highways or roads giving access to the Facility site, and watercourses, and dwellings within one mile of the site;
 - 2. A description of the Facility with photographs of fences, ponds, buildings, tanks, vessels, equipment, hardware, and debris. Detailed as-built engineering construction/installation diagrams of pond, pit, liners, leak detection monitor wells, and tanks at the Facility;
 - 3. Laboratory analysis; and
 - 4. Previous contractor work including treatment and removal of water and filling in of the evaporation pond.
- B. For site tour, contact Martyne Kieling at (505) 827-7153 by 5:00 p.m., April 16, 1999.

May 5. th 1999

GARY E. JOHNSON GOVERNOR

CLINTON D. HARDEN, JR. SECRETARY



New Mexico Department of Labor Labor and Industrial Division

Rudy J. Maestas, Director-

August 16, 1999

Martyne J. Kieling EMNRD Oil Conservation Division 2040 S. Pacheco St. Santa Fe, NM 87505

Dear Mr. Kieling:

JACK A. MARTINES
PROGRAMS DIVISIONS DIRECTOR

AUG 1 7 1990

L COMSERVATION DIVISION

RE: SJ 00-158 A CLEANUP OF SOUTHWEST WATER DISPOSAL A FORMER SURFACE WASTE MANAGEMENT FACILITY.

In response to your request, enclosed is the Minimum Wage Rate Decision to be included in the project specification or bids documents. The enclosed MINIMUM WAGE RATE poster for this project must be delivered to the prime contractor immediately after the contract is signed. The poster is to be posted in a prominent and easily accessible place at the job site.

The enclosed "Notification of Award" and (on reverse) "list of Subcontractors" forms must be filled in (by the prime contractor) and returned to this office as soon as the project contract has been signed or (in some case) when the project cancels. The subcontractor list is especially critical since it shows us which payrolls to expect. The phone number is critical since we sometimes need to check details rather than send letters requesting corrections, clarifications, etc.

One copy of each certified and numbered weekly payroll must be sent to this office by the prime contractor and each subcontractor not later than five days following the end of the payroll period. The only exception to this five day rule will be if the contractor sends two consecutive payrolls together. Please include the wage decision number (e.g., SW 98-1234 A), contractor address and license number, and the payroll clerk's phone number on each payroll. For weeks when no work is done, we still need a numbered payroll form with the above information and the statement, "No Work Performed this Pay Period." Please send all payrolls until the contract/subcontract is done.

Also attached is a blank Request for State Minimum Wage Rates form for your future use. We appreciate you continued cooperation as we attempt to serve your needs on a timely basis.

Sincerely.

John Minks, Manager Public Works Bureau

"An Equal Opportunity Employer"

- P.O. Box 1708. Las Cruces, NM 88004-1708
 Wage and Hour Bureau (505) 524-6195
 Fax# (505) 524-6194
- P.O. Box NN. Carlsbad. NM 88221-7537
 Wage and Hour Bureau (505) 885-5072
 Fax# (505) 885-9748
- 501 Mountain Rd., NE. Albuquerque, NM 87102
 Wage and Hour Bureau (505) 841-8983
 Fax# (505) 841-9317
- ☐ 501 Mountain Rd., NE. Albuquerque, NM 87102 Apprenticeship – (505) 841-8989 Fax# – (505) 841-8739

1596 Pache BC Ste. 105, Santa Fe, NM 87505 Director's Office – (505) 827-6875 Public Works Bureau – (505) 827-6837 / 827-6897 Wage and Hour Bureau – (505) 827-6835 / 827-6898 Student Labor – (505) 827-6830 Fax # – (505) 827-1664

New Mexico Department of Labor Labor & Industrial Division 1596 Pacheco Street/Suite 105, Santa Fe, NM 87505 (505) 827-6837 or (505) 827-6897

Decision No. SJ 00-00158 A

Description of Work and Location of Work:

CLEANUP OF SOUTHWEST WATER DISPOSAL A FORMER SURFACE WASTE MANAGEMENT FACILITY - REMOVE ALL EQUIPMENT AND STRUCTURES; REMOVE ALL CONTAMINATED SOILS; REMOVE MONITOR WELLS; INSTAL DRAINAGE FACILITIES; CONTOUR AND RESEED.

3 MI N. OF BLANCO; SE/4 SW/4 SECTION 32, TOWNSHIP

Notification of Award

When this Contract is Awarded and the "Wage Rate Poster" is delivered to the contractor please complete this Form, including the reverse side listing of subcontractors and mail it to the address above. This form must also be completed if the project is canceled.

Contractors Name	Young Env d/b/a Enviro	ironmental Services otech Inc.		Licenses_	32099			
Address		Highway 64	 					
City, State, ZipCode	Farmingto	on, NM 87401						
Telephone	(505)632-0	615	_ Fax _	(505) 632-186	5			
Approximate Date W	September 21, 1999							
Estimated Completion	September 30, 2000 \$133,962							
Estimated Cost of Pro								
Bid Opening Date		May 27,1999						
		Signed	Mur	tym g Kndg-	· , , , , , , , , , , , , , , , , , , ,			
·.		Signed Printed Name <u>N</u> Date <u>S</u>	larty	ne Kieling				
		Date <u>S</u>	eptemb	er 20, 1499				

To be completed by the Requesting Agency or Prime Contractor. The COMPLETED Form MUST be sent to this office IMMEDIATELY after the CONTRACT IS AWARDED.

Note: The Prime Contractor and each subcontractor MUST mail their CERTIFIED PAYROLLS to this division within ten (10) working days after the close of EACH payroll period.

LIDI OF BUDCUMIRACIUKS: [PLEASE]	DO NOT INCLUDE SUPPLIERS)	
COMPANY NAME: Allred Grading & Excavation		
WORK TO BE PERFORMED: Site Grading		
LICENSE NO.: 80942	TELEPHONE # (505) 598-1940	
ADDRESS: P.O. Box 1875, Kirtland, NM, 87417		
COMPANY NAME:		
WORK TO BE PERFORMED:		
LICENSE NO.:	TELEPHONE #	
ADDRESS:		
* .		
COMPANY NAME:		
WORK TO BE PERFORMED	· · · · · · · · · · · · · · · · · · ·	
LICENSE NO.:	TELEPHONE #	
ADDRESS:		
COMPANY NAME:		
WORK TO BE PERFORMED:		
LICENSE NO.:	TELEPHONE #	
ADDRESS:		
COMPANY NAME:	·	
WORK TO BE PERFORMED:		· · ·
LICENSE NO.:	TELEPHONE #	
ADDRESS:		

PLEASE MAKE COPIES FOR ADDITIONAL SUBCONTRACTORS: THANK YOU.

	Vi antikan si	e mare the time of the contraction of the	·		·····
DEPARTMENT, AGENCY OR BUREAU: NM ENERO	County GY MINERA SJ	DECISION EXPIRES ON:**	12/14/99	DECISION NUMBER: SJ	00-158 A
TYPE OF CONSTRUCTION: - "A" STREET, HIGH WAY, UTILITY AND LIGHT EN	NGINEERING LOCATION (C	ITY/OTHER): MI.N. OF BLANCO	; SE/4 SW/4 SECTIO	DATE OF DECISION:	8/16/99
-	CLEANUP OF SOUTHWE MANAGEMENT FACILI ALL CONTAMINATED S FACILITIES; CONTOUR	TY - REMOVE ALL OILS; REMOVE M	EQUIPMENT AND ST	TRUCTURES	; REMOVE

		D D	Fringe		Subsistance	Apprenticeship
Survey	Trade	Base Rate	Rate	Rate	Rate	Contribution
Code	Classification Bricklayer,Blocklayer,	per hour	per hour	per hour	per hour	Rate per hour
93	Stonemason	13.74	0.26	-0-	-0-	n/a
52	Carpenter	9.19	0.44	-0-	-0-	n/a
53	Cement Mason	10.64	0.26	-0-	-0-	n/a
54	lronworker	11.00	2.97	-0-	-0-	n/a
	Painter					
56	(Brush/Roller or spray)	14.06	0.44	-0-	-0-	n/a
n/a	Electricians Groundman (Outside)	15.29	5.01			-1-
n/a	Equipment Operator (O/S)	18.11	5.12	-0- -0-	-0- -0-	n/a n/a
11/4	Lineman/Wireman or	10.11	3.12			11/4
51	Tech (Outside)	18.70	5.15	-0-	-0-	n/a
n/a	Cable Splicer	19.88	5.20	-0-	-0-	n/a
94	Plumber / Pipefitter	20.49	4.64	-0-	-0-	n/a
	Operators					
n/a	Group I	11.45	0.26	-0-	-0-	n/a
n/a	Group II	11.65	0.26	-0-	-0-	n/a
n/a	Group III	12.23	0.26	-0-	-0-	n/a
58	Group IV	12.25	0.26	-0-	\$0.00	n/a
n/a	Group V	12.25	0.26	-0-	-0-	n/a
n/a	Group VI	12.40	0.26	-0-	-0-	n/a
n/a	Group VII	12.45	0.26	-0-	-0-	n/a
n/a	Group VIII	12.60	0.26	-0-	-0-	n/a
n/a	Group IX	13.10	0.26	-0-	-0-	n/a
n/a	Group X	13.90	0.26	-0-	-0-	n/a
	Laborers					
n/a	Group I	8,49	0.35	-0-	-0-	n/a
59	Group II	8.80	0.35	-0-	\$0.00	n/a
n/a	Group III	9.19	0.35	-0-	-0-	n/a
	Truck Drivers					
n/a	Group I	9.46	0.26	-0-	-0-	n/a
60	Group II	9.66	0.26	-0-	-0-	n/a
n/a	Group III	9.86	0.26	-0-	-0-	n/a
n/a	Group IV	10.06	0.26	-0-	-0-	n/a

Note: Subsistance and Incentive do not apply on "A" rates as per Rules & Regulations.

AGENCY OR BUREAU:

NUMBER: SJ 00-158

TYPE OF CONSTRUCTION: - "A" STREET, HIGH WAY, UTILITY AND LIGHT ENGINEERING LOCATION (CITY/OTHER):

8/16/99

DESCRIPTION OF WORK

3 MI N. OF BLANCO: SE/4 SW/4 SECTIO

DATE OF DECISION:

CLEANUP OF SOUTHWEST WATER DISPOSAL A FORMER SURFACE WASTE MANAGEMENT FACILITY - REMOVE ALL EQUIPMENT AND STRUCTURES; REMOVE ALL CONTAMINATED SOILS; REMOVE MONITOR WELLS; INSTAL DRAINAGE FACILITIES; CONTOUR AND RESEED.



WAGE RATES FOR CARPENTERS, ETC. ARE ON THE SECOND PAGE. OPERATORS, TRUCK DRIVERS AND LABORS AND THE PERTINENT INFORMATION ARE ON THE NEXT FEW PAGES PLEASE GIVE ALL OF THE PAGES INCLUDING THE FIRST PAGE WITH THE WAGE RATE DECISION NUMBER, TO EACH OF THE PRIME CONTRACTOR (S) AND TO ALL OF THE SUB-CONTRACTORS FOR THIS PROJECT. PLEASE POST WAGE RATES FOR CARPENTERS, OPERATORS, ETC. AT THE LOCATION OF THE JOB SITE ALONG WITH THE 1.1 X 1.7 POSTER: IF ANYBODY HAS ANY FUTURE QUESTIONS PLEASE CALL JOHN MINIS. AT (505) 827-6837.

WAGE RATES EFFECTIVE DATE IS 03/04/99.

NOTE: PLEASE READ IMPORTANT PERTINENT INFORMATION ON BACK OF 8 1/2 X 11 ON SMALL POSTER.

"A"-Street, Highway, Utility or Light Engineering March 4, 1999

		17141	Fringe		Subsistance	Apprenticeship
Survey	Trade	Base Rate	Rate	Rate	Rate	Contribution
Code	Classification	per hour	per hour	per hour	per hour	Rate per hour
	Bricklayer,Blocklayer,					
93	Stonemason	13.74	0.26	-0-	-0-	n/a
52	Carpenter	9.19 `	0.44	-0-	-0-	n/a
53 54	Cement Mason Ironworker	10.64 11.00	0.26 2.97	-0- -0-	-0- -0-	n/a n/a
54	Painter	11.00	2.97	-0-	-0-	IVa
56	(Brush/Roller or spray)	14.06	0.44	-0-	-0-	n/a
	Electricians					
n/a	Groundman (Outside)	15.29	5.01	-0-	-0	n/a
n/a	Equipment Operator (O/S)	18.11	5.12	-0-	-0-	n/a
-4	Lineman/Wireman or	40.70				-1-
51 n/a	Tech (Outside) Cable Splicer	18.70 19.88	5.15 5.20	-0- -0-	-0- -0-	n/a n/a
						-
94	Plumber / Pipefitter	20.49	4.64	-0-	-0-	n/a
	Operators					
n/a	Group I	11.45	0.26	-0-	-0-	n/a
n/a	Group II	11.65	0.26	-0-	-0-	n/a
n/a	Group III	12.23	0.26	-0-	-0-	n/a
58	Group IV	12.25	0.26	-0-	\$0.00	n/a
n/a	Group V	12.25	0.26	-0-	-0-	n/a
n/a	Group VI	12.40	0.26	-0-	-0-	n/a
n/a	Group VII	12.45	0.26	-0-	-0-	n/a
n/a	Group VIII	12.60	0.26	-0-	-0-	n/a
n/a	Group IX	13.10	0.26	-0-	-0-	n/a
n/a	Group X	13.90	0.26	-0-	-0-	n/a
	Laborers					
n/a	Group I	8.49	0.35	-0-	-0-	n/a
59_	Group II	8.80	0.35	-0-	\$0.00	n/a
n/a	Group III 💝 🥂	9.19	0.35	-0-	-0-	n/a
	Truck Drivers					
n/a	Group I	9.46	0.26	-0-	-0-	n/a
60	Group II	9.66	0.26	-0-	-0-	n/a
n/a	Group III	9.86	0.26	-0-	-0-	n/a
n/a	Group IV	10.06	0.26	-0-	-0-	n/a

Note: Subsistance and Incentive do not apply on "A" rates as per Rules & Regulations.

PAGE 1-3/04/99 TYPE A DEC.

OPERATORS***

O'LINIONS
GROUP I – CONCR. PAVING CURING MACHINE
GROUP II – BELT TYPE CONVEYORS (MATERIAL & CONCR.); BROOM (SELF PROP.); FOR LIFT; GREASE TRUCK OPR.; HEAD OILER; HYDRO LIFT TRACTOR (UNDER 50 DRAWBAR HP WITH OR WITHOUT ATTACH.); INDUS. LOCE BRACKEMAN; FRONT END LOADER (2 CY OR LESS); FIREMAN; OILER; SCREEDMAN; ROLLER (PULL TYPE); MULCHING MACHINE; ROLLER (SELF-PROPELLED).
GROUP III CONCR. PAVING FORM GRADER; CONCR. PAVING GAND VIBRATOR; CONCR. PAVING JOINT OR SAW MACH.; CONCR. PAVING SUBGRADER; TRACTOR W/BACKHOE ATTACH.; SUBGRADE OR BASE FINISHER; POWER PLANT (ELECT. GEN. OR WELDING MACH.).
GROUP IV BULLDOZER (INCL. SELF-PROPELLED ROLLER W/DOZEN ATTACHMENT); BATCH OR CONTINUOUS MIX PLANT (CONCR. SOIL CEMENT OR ASPH.); ROLLER (STEEL WHEEL); FRONT END LOADER (2 CY THRU 10 CY); SCRAPER OPER.; MOTOR GRADER.
GROUP V ASHALT DISTR.; ASPHALT PAVING OR LAYDOWN MACH.; ASPHALT RETORT HEATER; MIXER, HEAVY DUTY, ASPHALT OR SOIL CEMENT, TRENCHING MACHINE, CALM TYPE SHAFTMUCKER; BACHHOE, CLAMSHELL, DRAGLINE, GRADALL, SHOVEL (UNDER 3/4 CY); ELEVATING GRADER OR BELT LOADER, CRANES (CRAWLER OR MOBILE) UNDER 20 TON; AIR COMPRESSOR (300 GEM & OVER); CRUSHING SCREENING & WASHING PLANTS; DRILLING. MACHINE (CABLE CORE OR ROTARY); MIXER, CONCR. (1 CY & LESS); PUMP (8" INTAKE OR OVER); WINCH TRUCK; HOIST (1 DRUM; INDUS: LOCO. MOTORMAN; LUMBER STACKER; TRACTOR (50 DRAWBAR HP OR OVER).
GROUP VI CONCR. PAVER MIXER; HOIST (2 DRUM & OVER); SIDE BOOM; TRAVELING CRANE; PILEDRIVER; BACKHOE, CLAMSHELL, DRAGLINE, GRADALL, SHOVEL (3/4 CY TO 3 CY); CRANES (CRALWER OR MOBILE) 20 TON TO 40 TON; FRONT END LOADER (OVER 1 CY); MIXER, CONCR. (OVER. 1 CY); MACHANIC AND/OR WELDER
GROUP VII CONCR. SLIP-FORM PAVING MACH.; CONCR. PAVING FINISHING MACH.; CONCR. PAVING LONGITUDINAL FLOAD GUNITE MACH.; REFRIG.; JUMBO FORM OR DRILLING.; STAGE; SLUSHER; CONCR. PAVING SPREADER; PUMPCRETE MACH.; GROUT PUMP OPERATOR.
GROUP VIII MINE HOIST; BULLDOZER (MULTIPLE UNITS); SCRAPER *MULTIPLE UNITS); MUCKING MACHANE; BACKHOE, CLAMSHELL, DRAGLINE; GRADALL, SHOVEL (OVER 3CY); CRANES (CRAWLER OR MOBILE) OVER 40 TONS
GROUP IX BELT LOADER (CMI TYPE) OPERATOR, PIPEMOBILE OPER. ASSISTANT; DERRICK, CABLEWAY
GROUP X PIPEMOBLIE OPERATOR; MOLE OPERATOR

TRUCK DRIVERS AND LABORS ON NEXT PAGE.

TRUCK DRIVERS***

PAGE 2-03/04/99 TYPE A DEC.

PICK-UP TRUCK ½ TON OR UNDER; WAREHOUSEMAN; DUM TRUCK, UNDER 8 CUBIC YARDS; FLAT BE, 1 ½ TON OR UNDER.

GROUP II

DUMP TRUCK, 8 TO 16 CUBIC YARDS; TANK TRUCK, UNDER 6,000 GALLONGS FLATBED, OVER 1 1/2 TON.....

GROUP III

SPREADER BOX (SELF-PROPELLED); DISTRIBUTOR (ASPHALT) TRANSITE MIX; LOWBOY, LIGHT EQUIPMENT, OFF-HIGHWAY HAULER; TANK TRUCK, OVER 6,000 GALLONS; DUMP TRUCH, OVER 16 CUBIC YARDS; TRAILER SEMI-TRAILER DUMP.

GROUP IV

DIESEL-POWERED TRANSPORT; LOWBOY, HEAVY EQUIPMENT.....

LABORERS***

GROUP I-UNSKILLED

BUILDING & COMMON LABORER; CARPENTER TRENDER; CHAINMAN; RODMAN; STAKEDRIVER; CONCR. BUGGY OPERATOR (HAND); CONCR. WORKERS; HAGMAN; SOIL SAMPLE TESTER.....

GROUP II - SEMI-SKILLED

WAGON, AIR TRACT, DRILL & DIAMOND DRILLERS' TENDER (OUTSIDE); AIR & POWER TOOL MAN (NOT A CARPENTER'S TOOL); ASPHALT. HEATERMAN; ASPHALT. JOINTMAN; ASPHALT BAKER; BATCHING PLANT SCALEMAN; TENDERERS (10 CEMENT MASON & PLASTERER); CHAIN SAWMAN; CONCR. POWER BUGGYMAN; CONCR. TOUCH-UP MAN; CONCR. SAWMAN – CORING MACHINE; CURBING MACH., ASPHALT OR CEMENT; CUTTING TORCHMAN; METAL FORM SETTER-ROAD; GRADE SETTER; HOD CARRIER; MOBLAR MIXELL & MASON TENTER; POWDERMAN OR BLASTER HELPER; SANDBLASTER; SCALER; VIBRATORMAN (BAND TYPE); VIBRATORY COMPACTOR (HAND TYPE); WINDOW WASHER; NURSERYMAN GARDERNER; WAGON, AIR TRACT, DRILL & DIAMOND DRILLER (OUTSIDE); ROADWAY HARDWARE WORKER.

GROUP III - MISCELLANEOUS

GUNITE PUMPCRETEMAN & NOZZLEMAN; MULTIPLATE SETTER; MANHOUSE BUILDER; PIPELAYER; POWERMA BLASTER MAKEUP; LANDSCAPERL TRAF, CONTROL TECH.; LABORATORY TECH.....

***FRINGE BENEFITS GROUPED FOR OPERATORS, TRUCK DRIVERS, AND LABORERS APPLY TO ALL CLASSIFICATIONS LISTED BENEATH EACH OF THESE CRAFT IS.

ALL LABORERS OR MECHANICE MAY WORK FROM BLUEPRINTS AND DO LAYOUT.

WELDER NECEIVES RATE PRESCRIBED FOR CRAFT PERFORMING OPERATION TO WHICH WELDING IS INCIDENTAL.

CAULKER – A TOOL OF THE TRADE EXCEPT WHEN SPECIFICALLY THE SPECIALTY OF A CONTRACTOR, SEMI-SKILLED LABORER.

THE SCHEDULE OF WAGE SHALL BE POSTED BY THE CONTRACTOR IN A PROMINENT AND EASILY ACCESSIBLE PLACE AT THE SITE OF THE WORK, JOB DESORIPTIONS FOR CLASSIFICATIONS LISTED ON THIS WAGE DECISION OR AVAILABLE AT THE LABOR & INDUSTRIAL DIVISION, PUBLIC WORKS BUREAU, SANTA FE NEW MEXICO.





LABOR & INDUSTRIAL DIVISION 1596 Pacheco St., Suite 105 SANTA FE, NM 87505

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.
 - 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.

4/20/98

WEEKLY PAYROLL

GENERAL CONTRACTOR	NAME:				PI	IONE	#		SUBCON	TRACT	OR NAM	ле:					PHONE	# .
ADDRESS:									ADDRES	S:		•						•
PAYROLL NO.	PAYROLL PAYMEN	IT DATE	WEI	K ENI	DING	PRO	JECT	NAME			·	PROJEC	T LOCATI	ON			WAGE DEC	CISION NO.
NAME, ADDRESS AND	-		l	DAY	AND	D DV.	TE			<u></u>	HRLY RATE	GROSS	GROS3	[DEDA	JC11ONS	1	
SOCIAL SECURITY NO. OF	WORK		_	<u> </u>		l			TOTAL		PO. IN	AMT.	AUT.				OTHER:]
EMPLOYEE	CLASSIFICATION	_				2351			FOR	HOURLY	FRINGE	EARNED	AL	SOCIAL	wn.	STATE	UPDON DUES	HET AUT.
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NOTE: Any apprentices, preapprentices, 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, United States Department of Labor. Certification showing registration status of apprentices, preapprentices, or trainees must accompany the first full payroll on which each apprentice, preapprentice, or trainee appears.

L		<u> </u>		do hereby state.
(Name of Signatory pa	ury)		(Title)	- .
(1) That I pay or supervise the payment of the	ne persons employed by			
			(Contractor or Subcontractor)	
on the(Name of Project)	; t	hat during the payroll p	period commencing on the	day of
employed on said project have been paid the f	And ending the	day of	n or will be made either directly or in	, all persons
employed on said project have been paid the r	un weekly wages carried, di			
to or on behalf of said (Contractor or Subc			from the full weekly wages car	med by any person
and that no deductions have been made either Anyone found in violation of the New Mexico debarment.	directly or indirectly from t			
		•		
(3) That any apprentices or trainees employ apprenticeship agency recognized by the Bure lide training program approved for application	au of Apprenticeship and Ti on public works construction	raining, United States I	Department of Labor, or properly enr	olled in a bona
as listed in the contract have been of below. (Check applicable blank) (b) WHERE FRINGE BENEFITS A Each laborer or mechanic listed in the applicable basic hourly wage rate.	RE PAID TO APPROVE e rates paid to each laborer of or will be made to appropriate RE PAID IN CASH the above referenced payroll	or mechanic listed in the programs for the per has been paid as indicate.	(Name and Address of Plan, Fundame and Address of Plan, File above referenced payroll, payments refit of such employees, except as not sted on the payroll, an amount not less slisted in the contract, except as note	and, or Program) s of Pringe benefits ted in Section 4(c) s than the sum of
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NEW MEXICO DEPARTMENT OF LABOR LABOR AND INDUSTRIAL DIVISION Rudy J. Maestas, Director

JACK A. MARTINES PROGRAMS DIMISIONS DIRECTOR

NOTICE

"PUBLIC WORKS APPRENTICESHIP AND TRAINING ACT"

PLEASE NOTE THAT SECTION 13-4D-4.B. STATES"

"PUBLIC WORKS CONSTRUCTION PROJECTS, EXCEPT FOR STREET, HIGHWAY, BRIDGE, ROAD, UTILITY OR MAINTENANCE CONTRACTS WITH EMPLOYERS WHO ELECT NOT TO PARTICIPATE IN TRAINING, SHALL NOT BE CONSTRUCTED UNLESS AN EMPLOYER AGREES TO MAKE CONTRIBUTIONS TO APPROVED APPRENTICE AND TRAINING PROGRAMS IN NEW MEXICO IN WHICH THE EMPLOYER IS A PARTICIPANT OR THE PUBLIC WORKS APPRENTICE AND TRAINING FUND ADMINISTERED BY THE PUBLIC WORKS BUREAU OF THE LABOR AND INDUSTRIAL DIVISION OF THE LABOR DEPARTMENT. CONTRIBUTIONS SHALL BE MADE IN THE SAME MANNER AND IN THE SAME AMOUNT AS APPRENTICE AND TRAINING CONTRIBUTIONS REQUIRED PURSUANT TO WAGE RATE DETERMINATIONS MADE BY THE DIRECTOR."

*NOTE:

FOR A COPY OF THE ABOVE MENTIONED ACT, PLEASE CONTRACT OUR OFFICE AT: (505) 827-6897

"An Equal Opportunity Employer"

1596 Pacheco St., Ste. 105, Santa Fe, NM 87501 Director's Office - (505) 827-6875 Public Works Bureau - (505) 827-6897 Wage and Hour Bureau - (505) 827-6835 / 827-6898 Student Labor - (505) 827-6830 Fax# - (505) 827-1664

P.O. Box 1708, Las Cruces, NM 88004-1708
 Wage and Hour Bureau - (505) 524-6195
 Fax# - (505) 524-6194

P.O. Box NM, Carlsbad, NM 88220
 Wage and Hour Bureau - (505) 885-5072
 Fax# - (505) 885-9748

501 Mountain Rd., NE, Albuquerque, NM 87102
 Wage and Hour Bureau - (505) 841-8983
 Fax# - (505) 841-9317

501 Mountain Rd., NE, Albuquerque, NM 87102
 Apprenticeship - (505) 841-8989
 Fax# - (505) 841-8739

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

VENDOR	**************************************
	WELL PLUGGING - SAN JUAN COUNTY
	CONTRACT
• • • • • • • • • • • • • • • • • • • •	-
TELEPHONE NO. IF YOUR ORDERING OR PAYMENT ADDRESS IS DIFFERENT FROM ABOVE, PLEASE SUBMIT AN ATTACHMENT WITH YOUR ADDRESSES.	BID NUMBER: 90-521-25-06310 COMMODITY CODE(S): 05478
COMPANY:	BUYER: KATHY SANCHEZ (505) 827-0487
N.M. 5% RESIDENT PREFERENCE CERTIFICATION NUMBER	SEALED BID OPENING: FORMAL STATE PURCHASING AGENT'S OFFICE
NOTE: TO BE VALID BID MUST BE SIGNED	DATE: 05/27/99 TIME: 02:00 PM *******
SIGNATURE:TYPE/PRINT NAME:	
PAYMENT TERMS. DISCOUNTS WILL NOT BE CONSIDERED IN COMPUTING THE LOW BID. SEE TERMS AND CONDITIONS.	RESOURCES DEPT DECEIVE
FOB POINT: JOBSITE REQUESTED DELIVERY: WITHIN 2 WEEKS ARO	INVOICE: SAME APR 2 7 1999
VENDOR'S DELIVERY: DELIVERY MAY BE CONSIDERED IN THE AWARD.	SAME DIST. 3
THIS BID IS SUBJECT TO THE TERMS AND OF THIS PAGE AND ADDITIONAL BIDDING I	
PLEASE NOTE: DO NOT RETURN INVITATION BID MUST BE RECEIVED IN THE STATE PUR BID OPENING DATE AND LOCAL TIME AS IN	CHASING DIVISION OFFICE BY THE
HAND DELIVERIES WILL ALSO BE ACCEPTED 1100 ST. FRANCIS DR. SANTA FE, NEW ME	
THIS MAILING CONTAINS 20 SHEETS, PL SPECIFICATIONS, INSTRUCTIONS, AND BID LESS, PLEASE ADVISE THIS OFFICE IMMED	FORMS. IF YOUR INVITATION CONTAINS
IF APPLICABLE - BIDDER ACKNOWLEDGES R AMENDMENT NO: DATED: A AMENDMENT NO: DATED: A	ECEIPT OF THE FOLLOWING AMENDMENT(S) MENDMENT NO: DATED: MENDMENT NO: DATED:

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

- 1. General: When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
- 2. Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
- 3. Assignment:
 - A. Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
- 4. State Furnished Property: State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- 5. Discounts: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
- 6. Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
- 7. Inspection of Plant: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
- 8. Commercial Warranty: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
- 9. Taxes: The unit price shall exclude all State taxes.
- 10. Packing, Shipping and Invoicing:
 - A. The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.
 - B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
- 11. Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
- 12. Non-collusion: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
- 13. Non-discrimination: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans with Disabilities Act of 1990. (Public Law 101-336).
- 14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
- 15. All bid items are to be NEW and of most current production, unless otherwise specified.
- 16. Payment for purchases: Except as otherwise agreed to: Late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
- 17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this { Agreement} may be terminated by the contracting agency.
- 18. ATTENTION: Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.



STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

GSD/PD F-2 (REV. 2/99) PAGE 1A

IMPORTANT BIDDING INFORMATION

DAYS PRIOR to the bid opening date.

RESIDENT MANUFACTURER PREFERENCE - To expedite the determination of eligibility for the 5% Resident Manufacturer Preference, vendor must complete the following if applicable:
1 (WE) CERTIFY THAT THE FOLLOWING ITEMS NUMBERED
1(WZ) Cartie 1 1 1 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2
AS INDICATED IN THIS BID WERE (ARE) GROWN, PRODUCED, PROCESSED. OR MANUFACTURED WHOLLY IN THE STATE OF NEW MEXICO.
SIGNATURE OF BIDDER:
(Vendor Must Sign)
RESIDENT PREFERENCE – PURSUANT TO SECTIONS 13-1-1 & 13-4-2 NMSA 1978, BIDDERS CLAIMING 5% PREFERENCE MUST BE CERTIFIED PRIOR TO BID OPENING.
All Bidders must notify the State Purchasing Agent if any employee(s) of the requesting agency or the Office of the State Purchasing Agent have a financial interest in the bidder:
☐ NO FINANCIAL INTEREST ☐ YES FINANCIAL INTEREST
IF YES, SPECIFY, BY NAME:
☐ TABULATION REQUESTED (Tabulation will be mailed upon request – INSERT CHECK MARK IF YOU WISH TO RECEIVE TABULATION) TELEPHONE RESULTS OF BIDS WILL NOT BE GIVEN.
FAILURE OF BIDDERS TO COMPLETE BIDDING DOCUMENTS IN ACCORDANCE WITH ALL INSTRUCTIONS PROVIDED IS CAUSE FOR THIS OFFICE TO REJECT BIDS.
Brand names and numbers are for reference only, equivalents will be considered. If bidding "Equivalent," BIDDERS MUST BE PREPARED TO FURNISH "COMPLETE DATA" UPON REQUEST, PREFERABLY WITH BID TO AVOID DELAY IN AWARD.
Specifications on the bid are not meant to exclude any bidder or manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized "only" if required to match existing equipment.

Bidders must, upon request of the State Purchasing Agent's Office, provided information and date to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The State Purchasing Agent reserves the right to require a bidder to furnish a Performance Bond PRIOR TO AWARD, where the bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the bidder.

If any bidder is of the opinion that the specifications as written preclude him from submitting a proposal on this bid. it is requested that his opinion be made known to the State Purchasing Agent, in writing, AT LEAST SEVEN (7)

Unless otherwise indicated in the bid specifications samples of the items, when required, shall be furnished free of expense to the State of New Mexico prior to the time set for the opening of the bids. Samples not destroyed or mutilated in testing, will be returned upon request by mail, express or freight. COLLECT. Each sample must be labeled to clearly show the bid number, item number and the bidder's name, regardless of any attempt by a bidder to condition the bid. Unsolicited bid samples or descriptive literature which are submitted at the bidder's risk, will not be examined or tested, and will not vary from any of the provisions of the invitation to Bid.

AWARDS

DETERMINATION OF LOWEST BIDDER - Following determination of product acceptability if any is required, bids will be evaluated to determine which bidders offers the lowest cost to the state in accordance with the specifications, terms & conditions set forth in the invitation to Bid/Request for Quotation.

The State Purchasing Agent reserves the right to award this Invitation to Bid/Request for Quotation in total: by groups of items; on the basis of individual items; or any combination of these; or as otherwise specified in bid terms; which ever, in his/her judgment, best serves the interest of the State of New Mexico.

Alternate bids will be considered only if the bidder is successful on the base bid. Offers with two base bids will be disqualified. Base bid must be identified as prime bid.

The N.M. State Purchasing Director or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the bidder whose bid is deemed to be in the best interest of the State of New Mexico.

SPECIAL NOTICE - To preclude possible errors and/or misinterpretations, bid prices must be affixed legibly in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact, after bids have been opened, may be permitted to withdraw the bid upon written request prior to award at the discretion of the State Purchasing Agent.

F.O.B. DESTINATION - Means goods are to be delivered to the destination designated by the user, which is the point at which the user accepts ownership or title to the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. DESTINATION may cause a bid to be declared non-responsive.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact Paula Salazar (827-0474) of this office at least 5 working days prior to the scheduled bid opening.

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

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CONTRACT

ARTICLE I - STATEMENT OF WORK

Contract to provide requirements as indicated in specifications

ARTICLE II - TERM

The term of this Contract will be as indicated in specifications

ARTICLE III - TERMINATION

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

ARTICLE IV - AMENDMENT

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

ARTICLE V - PRICE SCHEDULE

Price(s) as listed are firm.

ARTICLE VI - INDEMNITY CLAUSE

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

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

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

ARTICLE VII - CONTRACTOR AGREEMENT

Contractor agrees to:

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

		•
CONTRACTOR LICENSE NUMBER (IF APPLICABLE)	CLASSIFICATION:	
•		

STATE OF NEW MEXICO

GENERAL SERVICES DEPARTMENT 90-521-25-06310

PURCHASING DIVISION

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ITEM *APPROX* UNIT * ARTICLE
 * QTY * * AND DESCRIPTION . UNIT

0001

INVITATION FOR BIDS (IFB) FOR THE PLUGG-ING/REMEDIATION/RESTORATION OF A COMMERCIAL SURFACE-WATER DISPOSAL FACILITY:

SOUTHWEST WATER DISPOSAL - SE/4 SW/4 32-30N-9W, SAN JUAN, COUNTY.

**** 1 TOTAL ITEM(S) ****

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 commercial surface waste disposal facility (the "Facility"):

OPERATOR	LOCATION	COUNTY
Southwest Water Disposal	SE/4 SW/4 32-30N-9W	San Juan

Responsible bidders are invited to submit turnkey bids to plug/remediate/restore the Facility site in accordance with plugging/remediation/restoration procedures established by the Division. Sealed bids must be submitted to the Purchasing Division on or before 2:00 p.m., May 27, 1999.

The Invitation for Bids, including information about the current condition of the Facility site 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.

The Division's contact person for this IFB is:

Contact Person:

Martyne Kieling

Santa Fe Office:

NM Oil Conservation Division

Address:

2040 S. Pacheco

City and State:

Santa Fe, NM 87505

Phone:

(505) 827-7153

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 and associated production facilities that have not been properly plugged/remediated/restored by the operator.

EMNRD-OCD is, by this Invitation for Bids (IFB), soliciting bids from responsible, qualified bidders to perform plugging/remediation/restoration operations in accordance with the plugging/remediation/ restoration procedure(s) included in the IFB. 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 2:00 p.m., May 27 1999. 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., May 27, 1999 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 one hundred eighty (180) 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

Bid Identification Number:

Bid Opening Date and Time: May 27, 1999.

Bids are sought for plugging/remediating/restoring the following commercial surface waste disposal Facility pursuant to the attached procedures:

OPERATOR	LOCATION	COUNTY
Southwest Water Disposal	SE/4 SW/4 32-30N-9W	San Juan

§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 site as per the plugging/remediation/ restoration procedures that follow. The turnkey bid shall include any well site preparation, access to and egress from the 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:

Martyne Kieling New Mexico Oil Conservation Division 2040 S. Pacheco Santa Fe, NM 87505 (505) 827-7153

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 <u>CERTIFICATE OF INSURANCE</u> naming the <u>State of New Mexico</u>, <u>Oil Conservation Division</u> as "<u>Additional Insured</u>", <u>"Co-insured"</u>, or <u>"Certificate Holder"</u> 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 be 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.

BID SECURITY IN THE FORM OF A SURETY BOND EXECUTED BY A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW MEXICO IN THE AMOUNT OF FIVE (5) % OF THE TOTAL BID, OR THE EQUIVALENT IN CASH BY MEANS OF A CASHIER'S CHECK OR IN A FORM SATISFACTORY TO THE OWNER, MUST ACCOMPANY EACH BID.

SITE INFORMATION AND PLUGGING/REMEDIATION/RESTORATION PROCEDURES

ARTICLE I - STATEMENT OF WORK

- A. EMNRD is requesting proposals to provide professional services to design and implement the final closure of a commercial surface waste management facility (Facility) located in SE/4 SW/4 of Section 32, Township 30 North, Range 9 West, San Juan County, New Mexico. The final closure will include, as applicable:
 - 1. Removal and disposal of fluids in tanks to an OCD-approved surface waste management facility;
 - 2. Removal and disposal of all tanks, vessels, equipment, hardware, and debris;
 - 3. Removal of demolition and disposal of buildings and foundation;
 - 4. Excavation of the previously covered skimmer pit that is approximately fifty feet by fifty feet by seven feet deep (50' x 50'x7') and removal of contaminated soils to an OCD-approved surface waste management facility;
 - 5. Reroute all surface drainage away from the Facility, which may include the use of rip rap, erosion control mats, or other appropriate erosion control methods;
 - 6. Plug and abandon eight (8), four (4) inch schedule 40 PVC monitoring wells. Depth of wells as follows: Well No. 1 is 36.5 feet; Well No. 5 is 75 feet; Well No. 8 is 53 feet; Well No. 9 is 35 feet; Well No. 10 is 58 feet; Well No. 11 is 35 feet; Well No. 12 is 55 feet; and Well No. 13 is 82 feet.
 - 7. Fill and regrade skimmer pit area, surface depressions and erosional features at the Facility; and
 - 8. Recontour, terrace, prepare the soil and seed with native vegetation to prevent all future erosion or degradation of the Facility, which shall include the borrow pit and access road north of the Facility.
 - 9. Additional seeding and modification or repair of surface drainage and erosion control devices to be determined after follow-up inspection nine (9) months after facility is initially seeded.
- B. The proposal should be designed in the general format shown in A.1 through 9 above. The successful offeror must have all licenses and certifications required to design and implement the closure.

ARTICLE II - BACKGROUND

- A. The Oil and Gas Act, Chapter 70, Article 2, NMSA 1978, authorizes the Oil Conservation Division (OCD) to regulate the disposition of non-domestic wastes resulting from the exploration, development, production or storage of crude oil or natural gas to protect public health and the environment.
- B. OCD permits and regulates commercial waste disposal facilities that collect, dispose, evaporate or store produced water, drilling fluids, drill cuttings, completion fluids and/or other approved oil

field-related waste in surface pits, ponds, or below grade tanks. Such facilities are required to be closed at the cessation of disposal operations to protect public health and the environment.

C. The Facility was initially remediated to eliminate the immediate threat to public health and the environment. During this remediation effort the 396 foot by 387 foot evaporation pond was treated to prevent the formation of hydrogen sulfide (H₂S), the water was evaporated and/or hauled to an OCD authorized disposal facility, equipment was removed from the pond and the pond was filled in.

ARTICLE III. - FACILITY SITE INFORMATION

- A. OCD has certain information and documentation that may be helpful to offerors in preparing their proposals, including the following:
 - 1. A plat and topographic map showing the location of the Facility in relation to governmental surveys (1/41/4 section, township and range), highways or roads giving access to the Facility site, and watercourses, and dwellings within one mile of the site;
 - 2. A description of the Facility with photographs of fences, ponds, buildings, tanks, vessels, equipment, hardware, and debris. Detailed as-built engineering construction/installation diagrams of pond, pit, liners, leak detection monitor wells, and tanks at the Facility;
 - 3. Laboratory analysis; and
 - 4. Previous contractor work including treatment and removal of water and filling in of the evaporation pond.

B. For site tour, contact Martyne Kieling at (505) 827-7153 by 5:00 p.m., April 16:1999

MAY S

10:30 AM 11th C Site

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 <u>State of New Mexico Taxation and Revenue identification number</u>, signed and dated plus a <u>federal nine digit Taxpayer Identification Number (Employer Identification)</u>.
- 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.

Bid No.
Requirements and Conditions
Page 2

- 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 then 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/REMEDIATION/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 commercial surface waste disposal facility (the "Facility"):

OPERATOR	LOCATION	COUNTY
Southwest Water Disposal	SE/4 SW/4 32-30N-92	San Juan

This contract is entered into pursuant to Invitat	tion For Bids No	_ issued by the S	tate Purchasing Division.
The terms and conditions of that IFB are incor-	porated herein by refere	nce and made a p	art 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 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

- 2.2 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 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 and/or well site plugging/remediation/restoration services for EMNRD-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: Martyne Kieling

Contracting Division: N

NM Oil Conservation Division 2040 S. Pacheco Santa Fe, NM 87505 (505) 827-7153

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:

-]	

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 then 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-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:	FOR:	
STATE OF NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT - OIL CONSERVATION DIVISION	(Contractor) Federal ID #	· · · · · · · · · · · · · · · · · · ·
By:Title	By: Title	
Date:	Date:	
For:		
STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION		
By:State Contracts Officer		
Date:		

BID FORM (Page 1)

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.

		r
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
Plugging additional monitor wells	\$	run
Move-in, move-out charges	\$	hour
Water truck - Capacity barrels	\$	hour
Tractor and Seeder - Minimum hours if applicable	\$	hour
Backhoe - Minimum hours if applicable:	\$	hour
Dozer - Minimum hours if applicable:	\$	hour
Track Hoe - Minimum hours if applicable	\$	hour
Trucking - Minimum hours if applicable	\$	hour
Front End Loader - Mininum hours if applicable	\$	houŗ
Environmental Technician	\$	hour
Lab Analysis TPH	\$	per analysis
Lab Analysis BTEX	\$	per analysis
Contaminated Soil Offsite Remediation/Disposal	\$	per cubic yard
Labor	\$	hour
Native Seed Mix	\$	per cubic yard

BID FORM (Page 2)

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

Bid Number:	•	
Bidder:	1	•

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.

ТҮРЕ	MANUFACTURER	MODEL	CAPACITY	COND
				ļ

BID FORM

NEW MEXICO OIL CONSERVATION DIVISION

Plugging/Remediating/Restoring 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:	

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 Name		
Street Address		
City	S t à Zip	t e
Telephone		

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	BIL
•		

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 I	MEXICO	TAXATION	I AND
REVENUE	DEPA	RTMENT	•	

I.D. NO.:	 	
By:		
Date:		

ABOR & INDUSTRIAL DIVISION - PUBLIC WORKS BUREAU, SANTA FE, NEW MEXICO

DEPARTMENT, ENERGY, MI AGENCY OR BUREAU: NATUR	1	County SJ	DECISION 7/30/99	DECISIONSJ 99-1104 NUMBER: A/H
TYPE OF CONSTRUCTION: - "A" STREET, HIGHWAY, UTILITY AND	LIGHT ENGINEERING	LOCATION (CITY/OTHER): SE/4 SW/4 32-30N-9W SAN JUAN		DATE OF DECISION: 4/1/99
DESCRIPTION OF WORK	EXCAVATION AND REGRAD SEED PREPAI TYPE "H" (I	OF SKIMME ING SKIMME RATION. HEAVY): CI SPOSAL OF HOLITION &	ERCIAL SURFACE WATER DISPORT PIT: REROUTING OF SURFACE RPIT AREA: AND RECONTOURING FOR COMMERCIAL SURFACE WATER DISPOSAL OF BUILDINGS, E	CE DRAINAGE: FILLING NG/TERRACING/SOIL & TER DISPOSAL FACILITY - DISPOSAL OF TANKS, ETC.:

WAGE RATES FOR CARPENTERS, ETC. ARE ON THE SECOND PAGE. OPERATORS, TRUCK DRIVERS AND LABORS AND THE PERTINENT INFORMATION ARE ON THE NEXT FEW PAGES. PLEASE GIVE ALL OF THE PAGES INCLUDING THE FIRST PAGE WITH THE WAGE RATE DECISON NUMBER, TO EACH OF THE PRIME CONTRACTOR(S) AND TO ALL OF THE SUBCONTRACTORS FOR THIS PROJECT. PLEASE POST WAGE RATES FOR CARPENTERS, OPERATORS, ETC. AT THE LOCATION OF THE JOB SITE ALONG WITH THE 11 X17 POSTER. IF ANYBODY HAS ANY FUTURE QUESTIONS PELASE CALL JOHN MINKS AT (505) 827-6837.

WAGE RATES EFFECTIVE DATE IS 03/04/99.

"A"-Street, Highway, Utility or Light Engineering
March 4, 1999

			Fringe		Subsistance	Apprenticeship
Survey	Trade	Base Rate	Rate	Rate	Rate	Contribution
Code	Classification	per hour	per hour	per hour	per hour	Rate per hour
	Bricklayer,Blocklayer,					
93	Stonemason	13.74	0.26	-0-	-0-	n/a
52	Carpenter	9.19	0.44	-0-	-0-	n/a
53 54	Cement Mason Ironworker	10.64	0.26 2.97	-0- -0-	-0-	n/a n/a
34	Painter	11.00	2.51			
56	(Brush/Roller or spray)	14.06	0.44	-0-	-0-	n/a
	Electricians					
n/a	Groundman (Outside)	15.29	5.01	-0-	-0-	n/a
n/a	Equipment Operator (O/S)	18.11	5.12	-0-	-0-	n/a
	Lineman/Wireman or	40.70	5.45		1	-10
51 n/a	Tech (Outside)	18.70 19.88	5.15 5.20	-0-	-0-	n/a n/a
	Cable Splicer	 	† — — — — — — — — — — — — — — — — — — —	 	 	
94	Plumber / Pipefitter	20.49	4.64	-0-	-0-	n/a
	Operators	<u> </u>		<u> </u>		
n/a	Group I	11.45	0.26	-0-	-0-	n/a
n/a	Group II	11.65	0.26	-0-	-0-	n/a
n/a	Group III	12.23	0.26	-0-	-0-	n/a
58	Group IV	12.25	0.26	-0-	\$0.00	n/a
n/a	Group V	12.25	0.26	-0-	-0-	n/a
n/a	Group VI	12.40	0.26	-0-	-0-	n/a
n/a	Group VII	12.45	0.26	-0-	-0-	n/a
n/a	Group VIII	12.60	0.26	-0-	-0-	n/a
n/a	Group IX	13.10	0.26	-0-	-0-	n/a
n/a	Group X	13.90	0.26	-0-	-0-	n/a
	Laborers	<u> </u>				
n/a	Group I	8.49	0.35	-0-	-0-	n/a
59	Group II	8.80	0.35	-0-	\$0.00	n/a
n/a	Group III	9.19	0.35	-0-	-0-	n/a
	Truck Drivers					
n/a	Group I	9.46	0.26	-0-	-0-	n/a
60	Group II	9.66	0.26	-0-	-0-	n/a
n/a	Group III	9.86	0.26	-0-	-0-	n/a
n/a	Group IV	10.06	0.26	-0-	-0-	n/a

Note: Subsistance and Incentive do not apply on "A" rates as per Rules & Regulations.

PAGE 1-3/04/99 TYPE A DEC.

OPERATORS***

GROUP I – CONCR. PAVING CURING MACHINE	
GROUP II – BELT TYPE CONVEYORS (MATERIAL & CONCR.); BROO OPR.; HEAD OILER; HYDRO LIFT TRACTOR (UNDER 50 DRAWBAR I BRACKEMAN; FRONT END LOADER (2 CY OR LESS); FIREMAN; OIL MULCHING MACHINE; ROLLER (SELF-PROPELLED)	HP WITH OR WITHOUT ATTACH.); INDUS. LOCE ER; SCREEDMAN; ROLLER (PULL TYPE):
GROUP III	
CONCR. PAVING FORM GRADER; CONCR. PAVING GAND VIBRATO: CONCR. PAVING SUBGRADER; TRACTOR W/BACKHOE ATTACH.; STELECT. GEN. OR WELDING MACH.)	UBGRADE OR BASE FINISHER; POWER PLANT
GROUP IV	
BULLDOZER (INCL. SELF-PROPELLED ROLLER W/DOZEN ATTACH	MENT) BATCH OR CONTINUOUS MIX PLANT
(CONCR. SOIL CEMENT OR ASPH.); ROLLER (STEEL WHEEL); FROM OPER.; MOTOR GRADER	IT END LOADER (2 CY THRU 10 CY); SCRAPER
GROUP V	•
ASHALT DISTR.; ASPHALT PAVING OR LAYDOWN MACH.; ASPHALA ASPHALT OR SOIL CEMENT, TRENCHING MACHINE, CALM TYPE S DRAGLINE, GRADALL, SHOVEL (UNDER 3/4 CY); ELEVATING GRAD	HAFTMUCKER; BACHHOE, CLAMSHELL, ER OR BELT LOADER. CRANES (CRAWLER OR
MOBILE) UNDER 20 TON; AIR COMPRESSOR (300 GEM & OVER); CR DRILLING. MACHINE (CABLE CORE OR ROTARY); MIXER, CONCR WINCH TRUCK; HOIST (1 DRUM; INDUS. LOCO. MOTORMAN; LUMI OVER)	. (1 CY & LESS); PUMP (8" INTAKE OR OVER); BER STACKER; TRACTOR (50 DRAWBAR HP OR
GROUP VI	
CONCR. PAVER MIXER; HOIST (2 DRUM & OVER); SIDE BOOM; TRACLAMSHELL, DRAGLINE, GRADALL, SHOVEL (3/4 CY TO 3 CY); CRATON; FRONT END LOADER (OVER 1 CY); MIXER, CONCR. (OVER 1 CY)	ANES (CRALWER OR MOBILE) 20 TON TO 40
GROUP VII	- <u>*</u>
CONCR. SLIP-FORM PAVING MACH.; CONCR. PAVING FINISHING M GUNITE MACH.; REFRIG.; JUMBO FORM OR DRILLING.; STAGE; SL PUMPCRETE MACH.; GROUT PUMP OPERATOR	USHER: CONCR. PAVING SPREADER:
GROUP VIII	
MINE HOIST; BULLDOZER (MULTIPLE UNITS); SCRAPER *MULTIPLE CLAMSHELL, DRAGLINE, GRADALL, SHOVEL (OVER 3CY); CRANES	LE UNITS); MUCKING MACHANE; BACKHOE, S (CRAWLER OR MOBILE) OVER 40 TONS
GROUP IX BELT LOADER (CMI TYPE) OPERATOR, PIPEMOBILE OPER. ASSIST	ANT; DERRICK, CABLEWAY
GROUP X PIPEMOBLIE OPERATOR; MOLE OPERATOR	

TRUCK DRIVERS AND LABORS ON NEXT PAGE.

TRUCK DRIVERS***

PAGE 2-03/04/99 TYPE A DEC.

GR	n	TI	D	Ŧ
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PICK-UP TRUCK ½ TON OR UNDER; WAREHOUSEMAN; DUM TRUCK, UNDER 8 CUBIC YARDS; FLAT BE, 1 ½ TON O UNDER.

GROUP II

DUMP TRUCK, 8 TO 16 CUBIC YARDS; TANK TRUCK, UNDER 6,000 GALLONGS FLATBED, OVER 1 1/2 TON......

GROUP III

SPREADER BOX (SELF-PROPELLED); DISTRIBUTOR (ASPHALT) TRANSITE MIX; LOWBOY, LIGHT EQUIPMENT, OFF-HIGHWAY HAULER; TANK TRUCK, OVER 6,000 GALLONS; DUMP TRUCH, OVER 16 CUBIC YARDS; TRAILER SEMI-TRAILER DUMP.

GROUP IV

DIESEL-POWERED TRANSPORT; LOWBOY, HEAVY EQUIPMENT......

LABORERS***

GROUP I-UNSKILLED

BUILDING & COMMON LABORER; CARPENTER TRENDER; CHAINMAN; RODMAN; STAKEDRIVER; CONCR. BUGGY OPERATOR (HAND); CONCR. WORKERS; HAGMAN; SOIL SAMPLE TESTER.....

GROUP II - SEMI-SKILLED

WAGON, AIR TRACT, DRILL & DIAMOND DRILLERS' TENDER (OUTSIDE); AIR & POWER TOOL MAN (NOT A CARPENTER'S TOOL); ASPHALT. HEATERMAN; ASPHALT. JOINTMAN; ASPHALT BAKER; BATCHING PLANT SCALEMAN; TENDERERS (10 CEMENT MASON & PLASTERER); CHAIN SAWMAN; CONCR. POWER BUGGYMAN; CONCR. TOUCH-UP MAN; CONCR. SAWMAN – CORING MACHINE; CURBING MACH., ASPHALT OR CEMENT; CUTTING TORCHMAN; METAL FORM SETTER-ROAD; GRADE SETTER; HOD CARRIER; MOBLAR MIXELL & MASON TENTER; POWDERMAN OR BLASTER HELPER; SANDBLASTER; SCALER; VIBRATORMAN (BAND TYPE); VIBRATORY COMPACTOR (HAND TYPE); WINDOW WASHER; NURSERYMAN GARDERNER; WAGON, AIR TRACT, DRILL & DIAMOND DRILLER (OUTSIDE); ROADWAY HARDWARE WORKER.

GROUP III - MISCELLANEOUS

GUNITE PUMPCRETEMAN & NOZZLEMAN; MULTIPLATE SETTER; MANHOUSE BUILDER; PIPELAYER; POWERMA BLASTER MAKEUP; LANDSCAPERL TRAF, CONTROL TECH.; LABORATORY TECH......

***FRINGE BENEFITS GROUPED FOR OPERATORS, TRUCK DRIVERS, AND LABORERS APPLY TO ALL CLASSIFICATIONS LISTED BENEATH EACH OF THESE CRAFT IS.

ALL LABORERS OR MECHANICE MAY WORK FROM BLUEPRINTS AND DO LAYOUT.

WELDER NECEIVES RATE PRESCRIBED FOR CRAFT PERFORMING OPERATION TO WHICH WELDING IS INCIDENTAL.

CAULKER – A TOOL OF THE TRADE EXCEPT WHEN SPECIFICALLY THE SPECIALTY OF A CONTRACTOR, SEMI-SKILLED LABORER

THE SCHEDULE OF WAGE SHALL BE POSTED BY THE CONTRACTOR IN A PROMINENT AND EASILY ACCESSIBLE PLACE AT THE SITE OF THE WORK, JOB DESORIPTIONS FOR CLASSIFICATIONS LISTED ON THIS WAGE DECISION OR AVAILABLE AT THE LABOR & INDUSTRIAL DIVISION, PUBLIC WORKS BUREAU, SANTA FE NEW MEXICO.



LABOR & INDUSTRIAL DIVISION 1596 Pacheco St., Suite 105 SANTA FE, NM 87505

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.
 - 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.

LABOR & INDUSTRIAL DIVISION - PUBLIC WORKS BUREAU, SANTA FE, NEW MEXICO

DEPARTMENT, ENERGY, MINERALS & NATURAL AGENCY OR BUREAU: RES. DEPT.	County SJ	DECISION EXPIRES 7/30/99 ON:	DECISION NUMBER: SJ 99-1104 A/H
TYPE OF CONSTRUCTION: - "H" GENERAL BUILDING	LOCATION SI (CITY/OTHER):	E/4 SW/4 32-30N-9W SAN JUAN	DATE OF DECISION: 4/1/99
	•		

DESCRIPTION OF WORK

TYPE "A" CLOSECOMMERCIAL SURFACE WATER DISPOSAL FACILTIY - RATES FOR EXCAVATION OF SKIMMER PIT: REROUTING OF SURFACE DRAINAGE: FILLING AND REGRADING SKIMMERPIT AREA: AND RECONTOURING/TERRANCING/SOIL & SEED PREPARATION.

TYPE "H" (HEAVY): CLOSE COMMERCIAL SURFACE WATER DISPOSAL FACILITY - REMOVAL/DISPOSAL OF FLUIDS IN TANKS: REMOVAL/DISPOSAL OF TANKS, ETC.: REMOVAL/DEMOLITION & DISPOSAL OF BUILDINGS, ETC.: AND PLUGGING MONITORING WELLS.

WAGE RATES FOR CARPENTERS, ETC. ARE ON SECOND THE PAGE. OPERATORS, TRUCK DRIVER LABORS AND PERTINENT INFORMATION AR ON THE NEXT FEW PAGES. PLEASE GIVE ALL OF THE PAGES INCLUDING THE FIRST PAGE WITH THE WAGE RATE DECISION NUMBER, TO EACH OF THE PRIME CONTRACTOR (S) AND TO ALL OF THE SUB-THIS CONTRACTORS FOR PROJECT. PLEASE **POST** RATES FOR WAGE CARPENTERS. OPERTORS. ETC. AT THE LOCATION OF THE JOB SITE ALONG WITH THE 11 X 17 POSTER. IF ANYBODY HAS ANY FUTURE QUESTIONS PLEASE CALL JOHN MINKS AT (505) 827-6837

WAGE RATES EFFECTIVE DATE IS 03/04/99.

"H"-Heavy Engineering March 4, 1999

Survey	Trade	Base Rate		Incentive		Apprenticeship
Code	Classification	per hour	Rate	Rate	Subsitance	Contribution
	AsbestosWorker/Heat&Frost					
35.	Insulator	18.90	4.58	0-	-0-	0.17
36	Boilermaker	19.58	7.70	-0-	-0-	0.56
	Bricklayer, Blocklayer,					
37	Stonemason(No '98 Hours)	19.78	2.92	\$0.00	\$0.00	\$0.20
38	Carpenter/Lather	16.75	\$2.70	-0-	-0-	0.20
39	Millwright/Piledriver(No'98Hrs)	18.15	\$2.70	\$0.00	\$0.00	\$0.20
40	Cement Mason (No '98 Hours)	12.35	1.67	\$0.00	\$0.00	\$0.00
	Electricians .					
	Outside Classifications:					
n/a	Groundman (Outside)	16.84	5.10	-0-	\$0.00	0.17
n/a	Equipment Operator (O/S)	19.66	5.18	-0-	\$0.00	0.19
	Lineman or					
42	Technician (Outside)	20.25	5.20	-0-	\$0.00	0.20
n/a	Cable Splicer (Outside)	21.43	5.24	-0-	\$0.00	0.20
	Inside Classifications:					
33	Wireman/Tech (Inside)	18.70	5.24	-0-	\$0.00	0.19
n/a	Cable Splicer (Inside)	20.43	5.29	-0-	\$0.00	0.20
95	Glazier (No '97 or '98 Hours)	No Rate				
43	Ironworker	15.75	4.13	-0-	-0-	0.38
44	Painter(Brush/Roller/Spray)	11.25	1.25	-0-	-0-	-0-
46	Plumber/Pipefitter	21.38	4.89	\$0.00	-0-	0.31
34	Roofer (No '97 or '98 Hours)	No Rate				
47	Sheet Metal Worker	20.29	5.19	-0-	-0-	0.44
	Operato rs				1	
n/a	Group I	14.91	2.42	-0-	-0-	0.25
n/a	Group II	- 15.11	2.42	-0-	-0-	0.25
n/a	Group III	15.69	2.42	-0-	-0-	0.25
48	Group IV	15.71	2.42	-0-	-0-	0.25
n/a	Group V	15.71	2.42	-0-	-0-	0.25
n/a	Group VI	15.86	2.42	-0-	-0-	0.25
n/a	Group VII	15.91	2.42	-0-	-0-	0.25
n/a	Group VIII	16.06	2.42	-0-	-0-	0.25
	Laborers					
n/a	Group I	10.57	2.11	-0-	-0-	0.20
49	Group II	10.87	2.11	-0-	-0-	0.20
n/a	Group III	11.17	2.11	-0-	-0-	0.20
n/a	Group IV	11.74	2.11	-0-	-0-	0.20
n/a	Group V	11.99	2.11	-0-	-0-	0.20
n/a	Group VI	10.72	2.11	-0-	-0-	0.20
	Truck Drivers					1
n/a	Group I	11.81	0.73	-0-	-0-	-0-
50	Group II	12.01	0.73	-0-	-0-	-0-
n/a	Group III	12.21	0.73	-0-	-0-	-0-
n/a	Group IV	12.41	0.73	-0-	-0-	-0-

Incentive and subsistance pay do not apply to "H" type construction.

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GROUP X

PAGE 1 O3/04/99

TYPE "H" (HEAVY)
GROUP I CONCR. PAVING CURING MACHINE
GROUP II BELT TYPE CONVEYORS (MATERIAL & CONCR.); BROOM (SELF PROP); FORK LIFT; GREASE TRUCK OPERATOR; HEAD OILER; HYDRO LIFT; TRACTOR (UNDER 50 DRAWBAR HP WITH OR WITHOUT ATTACH.); INDUS. LOCO. BRAKEMAN; FRONT END LOADER (2CY OR LESS); FIREMAN; OILER; SCREEDMAN; ROLLER (PULL TYPE); MULCHING MACHINE; ROLLER (SEFL-PROPELLED)
GROUP III CONCR. PAVING FORM GRADER; CONCR. PAVING GANG VIBRATOR; CONCR. PAVING JOINT OR SAW MACH.; CONCR. PAVING SUB GRADER; TRACTOR W/BACKHOE ATTACH. SUBGRADE OR BASE FINISHER; POWER PLANT (ELECT. GEN. OR WELDING MACH.).
GROUP IV BULLDOZER (INCL. SELF-PROPELLED ROLLER W/DOZER ATTACHMENT); BATCH OR CONTINUOUS MIX PLANT (CONCR. SOIL CEMENT OR ASHPALT); ROLLER (STEEL WHEEL); FRONT END LOADER (2 CY TRHUR 10 CY); SCRAPER OPERATOR; MOTOR GRADER
GROUP V ASPHALT DISTR.; ASPHALT PAVING OR LAYDOWN MACH.; ASPHALT RETORT HEATER; MIXER, HEAVY, DUTY ASPHALT OR SOIL CEMENT; TRENCHING MACH.; CLAM TYPE SHAFTMUCKER; BACKHOE, CLAMSHALL, DRAGLINE, GRADALL, SHOVEL (UNDER ½ CY); ELEVATING RADER OR BELT LOADER; CRANES (CRAWLER OR MOBILE) UNDER 20 TON; AIR COMPRESSOR (200 CFM & OVER); CRUSHING SCREENING & WASHING PLANTS; DRLG. MACH. (CABLE CORE OR ROTARY); MIXER, CONCR. (1CY & LESS); PUMP (6" INTAKE OR OVER); WINCH TRUCK; HOIST (1 DRUM); INDUS LOCO. MOTORMAN; LUMBER STACKER; TRACTOR (50 DRAWBAR HP OR OVER)
GROUP VI CONCR. PAVER MIXER; HOIST (2 DRUM & OVER); SIDE BOOM; TRAVELING CRANE; PILEDRIVER; BACKHOE, CLAMSHELL, DRAGLINE, GRADALL SHOVAL. (3/4 CY TO 3 CY); CRANES (CRAWLER OR MOBILE) 20 TO TO 40 TON; FRONT END LOADER (OVER 10 CY); MIXER, CONCR. (OVER 1CY) MECHANIC AND/OR WELDER
GROUP VII CONCR. SLIP-FORM PAVING MACH.; CONCR. PAVING FINISHING MACH.; CONCR. PAVING LONGITUDINAL FLOAT; GUNITE MACH.; REFRIG.; JUMBO FORM OR DRILLING; STAGE; SLUSHER; CONCR. PAVING SPREADING; PUMPCRETE MACH.; GROUT PUMP. OPERATOR
GROUP VIII MIN HOIST; BULLDOZER (MULTIPLE UNITS); SCRAPER (MULTIPLE UNITS); MUCKING MACHINE; BACKHOE, CLAMSHELL, DRAGLINE GRADALL, SHOVEL (OVER 3 CY); CRANES (CRAWLER OR MOBILE) OVER 40 TONS
GROUP IX BELT LOADER (CMI TYPE) OPERATOR; PIPEMOBILE OPERATOR, ASSISTANT; DERRICK,

PIPEMOBILE OPERATOR; MOLE OPERATOR.....

LABORERS ON THE NEXT PAGE.

LABORERS***	PAGE 2 03/04/99
	TYPE "H" (HEAVY)
GROUP I –(UNSKILLED)	THE II (HEAVI)
BUILDING & COMMON LABORERS; CARPI	ENTEDS TENDED, CHAINMAN, DODMAN.
	OR (HAND); CONCR. WORKERS; FLAGMAN; SOIL
SAMPLE TESTER	
SAMULE LEGIER	
GROUP II – (SEMI-SKILLED)	
	DRILLERS' TENDER (OUTSIDE); AIR & POWER
	; ASBESTOS REMOVER; ASPHALT HEATERMAN;
	BATCHING PLANT SCALEMAN; TENDERERS (TO
	SAWMAN; CONCR. POWER BUGGYMAN OPERATOR;
	AN CORING MACHINE; CURBING MACH.; ASPHALT
	AL FORM SETTER-ROAD; GRADE SETTER; ROD
	NDER; POWDERMAN OR BLASTER HELPER;
	(HAD TYPE), VIBRATORY COMPACTOR (HAND
TVPF): WINDOW WASHER: NURSERVMAN	GARDENER; WAGON, AIR TRACT, DRILL &
DIAMOND DRILLER (OUTSIDE): ROADWA	Y HARDWARE WORKER
DERIVORD DRIEDER (OCIOIDE), ROND WA	I HARD WARE WORKER
GROUP III-(MISCELLANEOUS)	
	N; MULT-PLATE SETTER; MANHOLE BUILDER;
PIPELAYER: POWDERMAN-BLASTER MAI	KEUP; LANDSCAPER; TRAFFIC CONTROL TECH;
LABROATORY TECH	
GROUP IV -(SHAFT WORKERS)	
AIR TUGGER OPERATOR; CONCR. WORK	ERS (INCL. ALL CEMENT CHIPPING & FINISH,
UNDERGROUND); DRILLERS; FORM SETT	ERS & HANDLER; HAND MUCKERS; MINERS;
POWDERMAN; TIMBERMEN (WOOD OR S'	TEEL); REINFORCING STEEL SETTERS; TUNNEL LINER;
PLATE; SETTERS, ALL CUTING AND WELI	DING INCIDENTAL TO MINERS WORK; TOPLANDERS;
GROUP V –(SHAFT WORKERS)	
SHIFTERS	
•	
GROUP VI -(TUNNEL WORKERS)	
LABORERS AND HANDMUCKERS	***************************************
GROUP VII – (TUNNEL WORKERS)	
CHUCK TENDERS; GROUTMEN; NIPPERS;	; TRACKMEN
GROUP VIII –(TUNNEL WORKERS)	
DRILLERS; FORM SETTERS & HANDLERS	S; SCALERS; MINERS; TIMBERMEN; BRAKEMEN; CONCR.
WURKERS (INCL. ALL CEMENT CHIPPING	G & FINISH. UNDERGROUND); REINFORCING STEEL
SETTERS; TIMBERMEN (WOOD OR STEEL	L); TUNNEL LINER; PLATE SETTERS; ALL CUTTING &
WELDING INCIDENTAL TO MINERS WOR	K

POWDERMEN....

SHIFTERS

TRUCK DRIVERS ON THE NEXT PAGE.

GROUP IX -(TUNNEL WORKERS)

GROUP X -(TUNNEL WORKERS)

TRUCK DRIVERS***

PAGE 3 03/04/99 TYPE "H" (HEAVY)

GROUP I

PICK-UP TRUCK ½ TON OR UNDER; WAREHOUSEMAN; DUMP TRUCK UNDER 8 CUBIC YARDS; FLAT BED, 1½ TON OR UNDER.

GROU II

DUMP TRUCK, 8 TO 16 CUBIC YARDS; TANK TRUCK, UNDER 6,000 GALLONS; FLATBED, OVER 1 1/2
TON.....

GROUP III

SPREADER BOX (SELF-PROPELLED); DISTRIBUTOR (ASPHALT) TRANSIT MIX; LOWBOY, LIGHT EQUIPMENT; OFF-HIGHWAY HAULER; TANK TRUCK, OVER 6,000 GALLONS; DUMP TRUCK, OVER 16 CUBIC YARDS; TRAILER SEMI-TRAILER DUMP.

GROUP IV

DIESEL-POWERED TRANSPORT; LOWBOY, HEAVY, EQUIPMENT.....

- *PLEASE ENTER THE DECISION NUMBER ASTERISKED ABOR ON THE RIGHT HAND CORNER OF EACH PAYROLL SUBMITTED FOR PROPER IDENTIFICATION.
- **DECISION EXPIRES ON THIS DATE IF BIDS ARE NOT SUBMITTED PRIOR TO THIS DATE OR AS A RESULT OF A NEW VALID SURVEY EFFECTIVE AT LEAST 10 DAYS PRIOR TO BID SUBMISSION DATE.
- *** FRINGE BENEFITS GROUPED FOR OPERATORS, TRUCK DRIVERS, AND LABORERS APPLY TO ALL CLASSIFICATIONS LISTED BENEATH EACH OR THESE CRAFTS.

ALL LABORERS OR MECHANICS MAY WORK FROM BLUEPRINTS AND DO LAYOUT.

WELDER RECEIVES RATE PRESCRIBED FOR CRAFT PERFORMING OPERATION TO WHICH WELDING INCIDENTAL.

CAULKER – A TOOL OF THE TRADE EXCEPT WHEN SPECIFICALLY THE SPECIALTY OF A CONTRACTOR, SEMI-SKILLED LABORER.

*** SEE LAST PAGE FOR THE PERTINENT IMPORMATION.

CERTIFICATION SHOWING REGISTRATION STATUS OF APPRENTICES MUST ACCOMPANY THE FIRST FULL PAYROLL ON WHICH EACH APPRENTICE FIRST APPERARS. CERTIFICATION ON ANY REGISTERED APPRENTICE MAY BE OBTAINED FROM THE NEW MEXICO APPRENTICESHIP COUNCIL, 501 MTN. RD. NE, ALBUQUERQUE, NM 87102 (PHONE 841-8990)

THE SCHEDULE OF WAGES SHALL BE POSTED BY THE CONYTRACTOR IN A PROMINENT AND EASILY ACCESSIBLE PLACE AT THE SITE OF THE WORK. JOB DESCRIPTIONS FOR CLASSFICATIONS LISTED ON THIS WAGE DECISION ARE AVAILABLE AT THE LABOR & INDUSTRIAL DIVISION, PUBLIC WORKS BUREAU, SANTA FE, NEW MEXICO.

LABOR

1596 Pacheco St., Suite 105 SANTA FE, NM 87505

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.



PHONE! (505) 334-8894 FAX: (505) 314-9024

P.O. DRAWER 15250 FARMINGTON, NM 87401

E-mail Address: tecl@cyberport.com

B & H Maintenance and Construction P.O. Box 185 Bloomfield, NM 87413

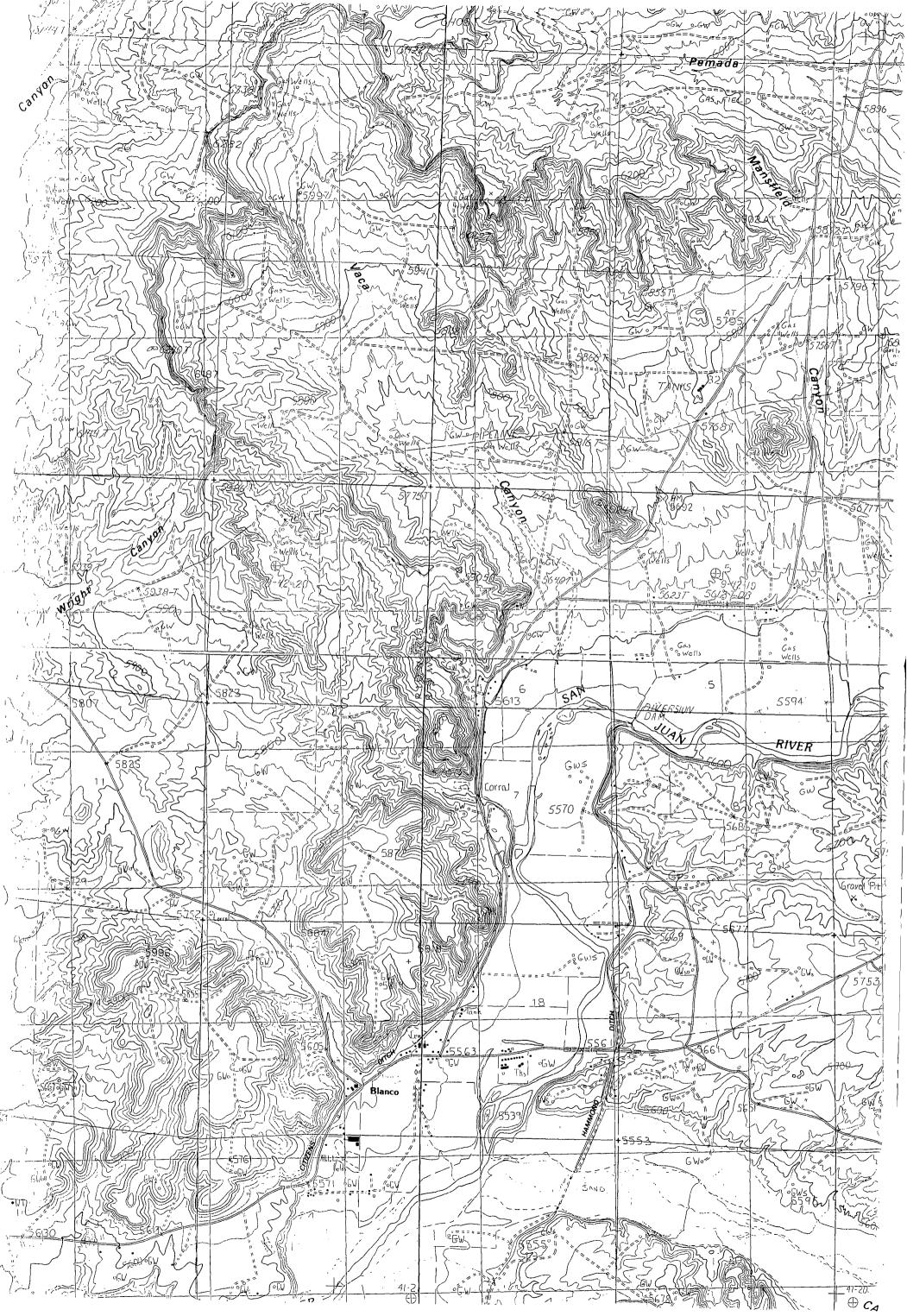
J.P.,

The following bids were submitted in Santa Fe for the closure at Southwest Water Disposal Site.

1.	Envirotech	\$132,962.00 with a bid bond.
2.	Cimmaron	\$118,836.50 without a bid bond.
3.	TIERRA ENVIRONMENTAL Co., Inc.	\$247,896.85 with a bid bond.
	BBC International	\$97,774.11 check for bond.
5.	Organic Waste	\$331,396.68 with a bid bond.
6.	Onsite Technologies	\$130,917.56 without bid bond.
	Rowland Trucking DBA/Key Energy	\$209,333.00 with bid bond.
	Environmental Protections Services	\$83,688.00 without bid bond.

We will let you know as soon as we here from the State on this. Thanks for your patience and help in getting this together.

Carey Williams
TIERRA ENVIRONMENTAL Co., Inc.



ENVIROTECH INC.

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

March 8, 2000

Energy Minerals & Natural Resources Division
Oil Conservation Division
Attn: Martyne Kieling
2040 South Pacheco Avenue
Santa Fe, New Mexico 87505



Re: Summary of field activities at Southwest Water Disposal

Dear Martyne:

Envirotech Inc. has completed reclamation activities at the referenced site located in the SE SW of Section 32, Township 30 North, Range 9 West, San Juan County, New Mexico. A summary of the work is as follows:

- 1) Tankage, tank contents, and pipe left on-site were checked for NORMs contamination on September 22, 1999 (results attached).
- 2) Salvage rights for pipe, a camp trailer, and small boat were signed over to Mr. Chris Gurule (letter attached).
- Other debris such as damaged pipe, fittings, empty containers, general trash, litter, and other non-RCRA waste was disposed of at Waste Management of New Mexico's Crouch Mesa Facility.
- 4) During the initial cleanup of debris two drums of "unknown" product were discovered in the litter on-site. Preliminary investigation of the products suggested hazardous constituents. With NMOCD approval the drums were profiled, characterized (as hazardous; Flammable Liquid, and Corrosive Liquids), and transported for disposal. This event has been completed and paperwork documenting appropriate disposal received by your office under separate cover.
- Tanks were opened using a track mounted "shear" so that residual coal fines sand and water could be removed and transported to Envirotech's Soil Remediation Facility, Landfarm #2 for remediation. Approximately 240 barrels of this material was transported by pumper truck to the blending facility where it was stabilized with soil and then placed in cells for remediation. Thick residual sludge was removed from the tank bottoms using a trackhoe, stabilized on-site, loaded, and transported by belly-dump trucks to Landfarm # 2 for remediation. A total of 540 cubic yards of soil related to the tanks was shipped from SWD to Landfarm #2 (BOL Summary attached).
- 6) The former skimmer pit was excavated under NMOCD supervision. A total of 2016 cubic yards of petroleum hydrocarbon contaminated soil was removed from this area. A summary of trucking, soil acceptance, and clean fill is attached. The former skimmer pit was secured pending contouring of the site (it was not backfilled).

- Construction of contours left the floor of the former pit at "grade" following reclamation activities. The point of the hill where the old office used to was rounded to a more natural appearance during site reclamation work.
- 7) Clean native backfill (1200 cubic yards) was delivered to the site on return trips from Envirotech's Soil Remediation facility. This soil was ultimately used to provide a seed bed along the uphill side of contours constructed to prevent erosion across the site.
- 8) A test pit was excavated north and east of the former tank battery along a sump adjacent to the toe of the cliff. A soil sample was collected for analysis (attached) and the soil from the sump was spread nearby to air out pending sample results.
- 9) Contour grading, for site reclamation, was undertaken to reshape the site to prevent erosion. The clay hill north of the old evaporation pond was leveled and contoured to minimize and reroute run-off to the lower level of the property. Three large piles of sandy gravel were spread across the hilltop to provide cover and soil suitable for seeding. The former evaporation pond, tank pad, and equipment storage area were surveyed to establish existing grade. Three erosion control contours were staked to provide a drainage grade of approximately 0.1 to 0.6% slope. The contours were roughed in with clay/sand soil available on-site. Clean native soil was placed along the up-slope side of each contour to provide top soil for seeding. A fourth contour along the base of the cliff was widened to allow sediment to collect at the base of the hill and still provide drainage to channels designed to handle storm water. Erosional features that had developed on-site while the facility was out of service were filled and compacted to prevent further damage to the site.
- 10) Three, wire reinforced, cobble gabions were constructed along the drainage channel at the north end of the property. The gabions were installed to dissipate storm water discharge energy and maintain a channel flow gradient of approximately 0.5%. One gabion was installed near the arroyo at the west side of the property to prevent headward erosion and drop the flow line approximately 2.5'. A second gabion was installed at a bend on the channel to prevent erosion of the outside curve (north wall) of the channel and provide a drop in channel elevation of approximately 1.5'. The final gabion was installed near the cliff were storm water cascades off of the clay hill that had been used as a material pit. This structure provides erosion control along a 75'-100' section of the channel with a drop of 30-45'.
- 11) When all of the mass grading, gabion construction, and other site work was completed the site was tilled to loosen and blend the soil in preparation for mulching. Approximately six tons of straw mulch was applied to the site. The straw was crimped into place using a heavy disk to prevent the straw from blowing away. Twelve pounds of alkali sacatone (pure live seed) were broadcast where reclamation activities had taken place on the main section of the site. Several five (5) gallon buckets of native seed collected from brush on the property were also spread on the lower section of the site. Six pounds of dry land pasture mix were applied to the hill above the site where the clay pit used to be. The upper section was roughed up using a weighted chain-link wire drag to provide cover for the seed.

Page Three SWD Summary

12) Finally, access to the site has been restricted by excavating the wash crossing and constructing a berm across the road at the east side of the property.

If you have further questions or need additional information on this project please feel free to contact us at 800-362-1879.

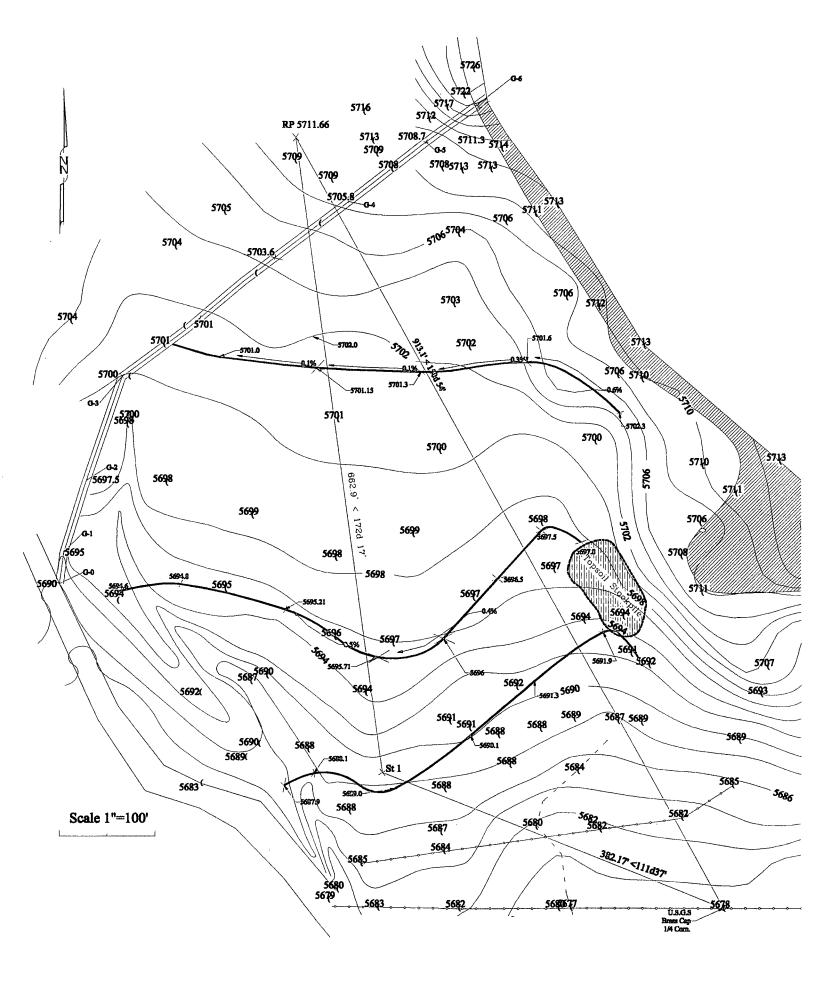
Sincerely,

Envirotech Inc.

Harlan M. Brown

Geologist / Hydrogeologist

New Mexico Certified Scientist #083



Facility / location: NM OCD S.W. WAT	FER Abatement Date: 9-22-99			
Meter Model: DOSIMETER 3007A	Serial No: 9808-238			
Detector Model: DOSIMETER 3012	Serial No: 201-887-7100			
Calibration Date: 4-5-99				
Battery Check: (大)				
Background Radiation Level: 0.03 n	nR/hr			
Description of material surveyed: M.SC. plastic pipe And Assorted VAlving - MISC. material in and Around pump house.				
Item /	Material Surveyed:			
Waste Material:approx. gals Equipment:	mR/hr:			
Comments:				
Survey Conducted by: GARYW (Print Name) (Signature)	tows Name			

Facility / location: NM OCD S.W. WATER Abatement Date:	9-22-99
Meter Model: DOSIMETER 3007A Serial No: 9808-238	
Detector Model: DOSIMETER 3012 Serial No: 201-887-7100	
Calibration Date: 4-5-99	
Battery Check: (大)	
Background Radiation Level: O.03 mR/hr	
Description of material surveyed: 210 Bbl TANK	
Item / Material Surveyed	l:
Waste Material:approx. gals Equipment:Manufacturer: PANHANDIE STEELmR/hr:	0.03
Serial No: 4932	
Description: 210 Bbl TANK	
Job No: \mathcal{N}/A	
Comments:	•
Survey Conducted by: GARYW HOWE (Print Name) Lary W Howe (Signature)	

Facility / location: NM OCD S.W. WATER ADATEMEN Date:	9-22-99
Meter Model: DOSIMETER 3007A Serial No: 9808-238	
Detector Model: DOSIMETER 3012 Serial No: 201-887-7100	
Calibration Date: 4-5-99	
Battery Check: (大)	
Background Radiation Level: O.03 mR/hr	
Description of material surveyed: 400 Bb(TANK	
Item / Material Surveye	d:
Waste Material:approx. gals Equipment:PERMIAN TANK	0.03
Serial No: 1767/	
11- PIL TO L	
Description: 400 Bbl TANK	
Job No:	
Job No:	

Facility / location: NM OCD S.W. WATER Aba	7-22-99			
Meter Model: DOSIMETER 3007A Serial No	9808-238			
Detector Model: DOSIMETER 3012 Serial No	201-887-7100			
Calibration Date: 4-5-99				
Battery Check: (大)				
Background Radiation Level: 0.03 mR/hr				
Description of material surveyed: 100 Bbl TANK				
Item / Material Surveyed:				
Waste Material:approx. gals Equipment: Americ An TAnk Serial No: 70	mR/hr: 0.04			
Description: 100 Bbl TANK	-			
Job No:	<u>-</u>			
Comments:				
Survey Conducted by: GARYW HOWE (Print Name) SaryW Howe (Signature)				

acility / location: NM OCD S.W. WATER ADATEMEN Date: 9-22-99			
Meter Model: DOSIMETER 3007A Serial No: 9808-238			
Detector Model: DOSIMETER 3012 Serial No: 201-887-7100			
Calibration Date: 4-5-99			
attery Check: (大)			
ackground Radiation Level: 0.03 mR/hr			
Pescription of material surveyed: FRAC TANK			
Item / Material Surveyed:			
Vaste Material:approx. gals quipment:MR/hr:O.O.5 Manufacturer:UNKNOWN Serial No:UNKNOWN Description:FRAC _TANK Job No:			
omments: FRAC TANK located on the upper level-Eastern most frac TANK			
(Print Name) Langle Howe (Signature)			

Facility / location: NM OCD S.W. WATER	Abatement Date: 9-22-99		
Meter Model: DOSIMETER 3007A Ser	ial No: 9808-238		
Detector Model: DOSIMETER 3012 Seri	al No: 201-887-7100		
Calibration Date: 4-5-99			
Battery Check: (大)			
Background Radiation Level: 0.03 mR/hr	•		
Description of material surveyed:			
Item / Material Surveyed:			
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Serial No: UnknowN			
Description: FRACTANK			
Job No:			
	the upper level - western		
Survey Conducted by: GARYW How (Print Name) SaryW How (Signature)	1 <u>E</u>		

Facility / location: NM OCD S.W. WATER ADATEMEN Date: 9-22-99				
Meter Model: DOSIMETER 3007A Serial No: 9808-238				
Detector Model: DOSIMETER 3012 Serial No: 201-887-7100				
Calibration Date: 4-5-99				
Battery Check: (大)				
Background Radiation Level: 0.03 mR/hr				
Description of material surveyed: Storage Tank				
Item / Material Surveyed:				
Waste Material:approx. gals Equipment: mR/hr: 0.04 Manufacturer: ロルドルのロル Serial No: ロルドルのロル				
Description: StorAge TANK Job No:				
Comments: Black TANK located on the lower level - EASTERN most TANK				
(Print Name) Signature)				

Facility / location: NM OCD S.W. WATER ADATEMEN Date: 9-22-99
Meter Model: DOSIMETER 3007A Serial No: 9808-238
Detector Model: DOSIMETER 3012 Serial No. 201-887-7100
Calibration Date: 4-5-99
Battery Check: (大)
Background Radiation Level: O.O.3 mR/hr
Description of material surveyed: 5 for Age TANK
Item / Material Surveyed:
Waste Material:approx. gals Equipment:Manufacturer:
Serial No: un Known
Description: StorAge TANK
Job No:
Comments: Black TANT located on the lower level - Western most tank
Survey Conducted by: GARYW HOWE (Print Name)



November 17, 1999

Chris Gurule #404 Road 4599 Bloomfield, New Mexico 87413

505-632-3174

Re: Ownership of salvage removed from the former Southwest Water Disposal facility

Dear Mr. Gurule:

Please be advised that all salvage recovered from the referenced facility was the property of Envirotech Inc. by right of salvage and may be disposed of as we deem appropriate. Per our verbal agreement in September of this year (1999) Envirotech has relinquished ownership of certain salvage namely, PVC pipe, an abandoned travel trailer, and an abandoned fiberglass boat as well as miscellaneous pipe and fittings to Mr. Chris Gurule.

As owner of the material you may use or dispose of the material as you see fit. You are also responsible for proper disposal of the material should you decide not to keep it. The PVC pipe has been checked for the presence of Naturally Occurring Radioactive Materials (NORMs) and found to be below background levels.

If you have any questions please feel free to contact us at 505-632-0615.

Sincerely,

Envirotech Inc.

Harlan M. Brown

Staff Geologist / Hydrogeologist

New Mexico Certified Scientist #083

Southwest Water Disposal

			Contamin	ate					Clean Ba	ckfill		
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09-27-99	tanks	Inland	11692	08:30 AM	80 bbl						:	:
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	Cordova		04:10 PM	20		32	Rock Springs #19		03:30 PM	20
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5.		LTK		08:50 AM	20			Cordova		05:50 PM	20 20	
6		M&M #94		09:05 AM	20	1		LTK		05:55 PM	20	
7		M&M #95		09:03 AM 09:10 AM	20	:	45	LIN		05.55 FW	20	
8		Rock Springs #20		09:15 AM	20	i						
9		Rock Springs #19		09:20 AM	20	<u> </u>		<u> </u>	:			
10		Rock Springs #19		09:30 AM	20	10-01-99		Valencia	12082	08:30 AM	12	
11		Rock Springs #105B		09:40 AM	20	10-01-99	16	Cordova	12082	08:45 AM	20	
_									· · · · · · · · · · · · · · · · · · ·		20	
12		Rock Springs #S77		09:50 AM	20	·		LTK		08:50 AM		
13		Mad Max		10:20 AM	20			M&M #94	····	09:05 AM	20	
14	<u>i</u>	Valencia		10:25 AM	12	<u> </u>		M&M #98	·	09:10 AM	20	
15		Cordova	40400	10:30 AM	20	1		Rock Springs #20		09:15 AM	20	
16	i	LTK	12106	10:35 AM	20			Rock Springs #19	·	09:20 AM	20	
17		M&M #94		10:50 AM	20	<u> </u>		Rock Springs #18	+	09:30 AM	20_	
18	L	M&M #98		10:55 AM	20	1		Rock Springs #105B		09:40 AM	20	<u> </u>
19		Rock Springs #20		11:00 AM	20	<u> </u>	54	Rock Springs #S77	1	09:50 AM	20	ļ
20		Rock Springs #19		11:15 AM	20	ļ	!	Valencia		10:25 AM	12	
21		Rock Springs #18		11:20 AM	20			Cordova		10:30 AM	20	
22		Rock Springs L-77		11:30 AM	20	·		LTK		10:35 AM	20	<u>'</u>
23		Rock Springs #S77		11:35 AM	20			Barela	<u> </u>	10:45 AM	20	<u> </u>
24		Rock Springs #105B		11:40 AM	20	10-01-99	: 58	Barela		12:35 PM	20	ļ -
Ļ		Valencia		12:10 PM	12.		!					
25		Cordova		12:10 PM	20.	i 1	1	-				
26	<u></u>	LTK		12:15 PM	20							
27		Barela		12:35 PM	20				<u>i</u>			
28		M&M #94		12:40 PM	20]			<u> </u>			
29		M&M #98	12108	12:45 PM	20							
30 [Rock Springs #20		12:55 PM	20							
31		Rock Springs #19		01:00 PM	20		1		<u> </u>			!
32		Rock Springs #18		01:10 PM	20		i					
33	<u> </u>	Rock Springs #S-77		01:15 PM	20				1	j		1
34		Rock Springs #105B	_	01:25 PM	20	ļ	i		1			
35		Rock Springs #L-77		01:40 PM	20	:	!		1			
36	!	Cordova		02:05 PM	20				į			ŀ
37 [LTK		02:05 PM	20		i		<u> </u>			
38		Valencia		02:15 PM	12							
39		Barela		02:15 PM	20							
40		M&M #94		02:20 PM	20							
41		M&M #98		02:25 PM	20							
42		Cordova		03:55 PM	20		1					
43		LTK	12107	04:00 PM	20							
44		Barela		04:15 PM	20							
45		M&M #94		04:20 PM	20							
46		M&M #98		04:25 PM	20							
Ì	10-04-99	Valencia	12104	09:30 AM	12		İ					
47		Cordova		09:35 AM	20							
48		LTK.		09:35 AM	20							
49		Gurule	_	09:40 AM	20				†			

♦* - +

50	Mad Max	09:45 AM	2) ;		:		1
51	Envirotech #548	10:00 AM	1:	2		1		
52	Valencia	11:05 AM	1:	2 ;				
53	Cordova	11:10 AM	2) ;	3 🖶	1	!	1
54	LTK	11:15 AM	2)	Callege 3 4600			
55	Gurule	11:20 AM	: 2)	12 000	i	İ	
56	Mad Max	11:35 AM	2)	¢.		:	
57	Cordova	01:05 PM	. 2)	,		1	
	Envirotech #548	11:45 AM	1:	2	14 :		!	
58	LTK	01:10 PM	2) ;				
59	Mad Max	12109 01:15 PM	. 2) :			i	:
60	Gurule	01:20 PM	2	ہنے (•		

Skimmer Pit Total (Extra)

1208 2016

Clean Backfill Total

1232

Note: Five extra 20 cy loads sent; no BOL, no charge

Bill 60 loads x \$65.00 = \$3,900.00

Contract for 810 cubic yards

1198 cubic yards extra x \$16.00 = \$19,168.00

Extra trucking +/- 60 loads x 2 hours per turn x \$60.00 = \$7200.00 (CHECK TRUCKERS INVOICES BEFORE BILLING)

ENVIROTECH LABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

SUSPECTED HAZARDOUS WASTE ANALYSIS

Client: Sample ID:

EMNRD - OCD Black Poly Drum Project #: Date Reported: 900503 10-02-99

Lab ID#:
Sample Matrix:
Preservative:

G147 Liquid Cool Cool and Intact

Date Sampled: Date Received: Date Analyzed: Chain of Custody: 10-01-99 10-01-99 10-02-99

7415 .

Parameter

Condition:

Result

IGNITABILITY:

Negative

CORROSIVITY:

Negative

pH = < 0.01

REACTIVITY:

Positive

RCRA Hazardous Waste Criteria

Parameter

Hazardous Waste Criterion

IGNITABILITY:

Characteristic of Ignitability as defined by 40 CFR, Subpart C, Sec. 261.21. (i.e. Sample ignition upon direct contact with flame or flash point < 60° C.)

CORROSIVITY:

Characteristic of Corrosivity as defined by 40 CFR, Subpart C, Sec. 261.22.

(i.e. pH less than or equal to 2.0 or pH greater than or equal to 12.5)

REACTIVITY:

Characteristic of Reactivity as defined by 40 CFR, Subpart C, Sec. 261.23. (i.e. Violent reaction with water, strong base, strong acid, or the generation of Sulfide or Cyanide gases at STP with pH between 2.0 and 12.5)

Reference:

40 CFR part 261 Subpart C sections 261.21 - 261.23, July 1, 1992.

Comments:

Southwest Water Disposal.

nalvst

Review

tacy W Sendler

-NVIROTECH _ABS

Practical solutions for a Bétter tomorrow

SUSPECTED HAZARDOUS WASTE ANALYSIS

Client:

Camala ID:

Sample ID:

Lab ID#: Sample Matrix:

Preservative:

Condition:

EMNRD - OCD

55 Gal & 5 Gal

G148

Liquid

Cool

Cool and Intact

Project #:

Date Reported:

Date Sampled:

Date Received: Date Analyzed:

Chain of Custody:

900503

10-02-99

10-01-99

10-01-99

10-02-99

7415

Parameter

Result

IGNITABILITY:

Positive

CORROSIVITY:

Negative

pH = 7.73

REACTIVITY:

Negative

RCRA Hazardous Waste Criteria

Parameter

Hazardous Waste Criterion

IGNITABILITY:

Characteristic of Ignitability as defined by 40 CFR, Subpart C, Sec. 261.21. (i.e. Sample ignition upon direct contact with flame or flash point < 60° C.)

CORROSIVITY:

Characteristic of Corrosivity as defined by 40 CFR, Subpart C, Sec. 261.22.

(i.e. pH less than or equal to 2.0 or pH greater than or equal to 12.5)

REACTIVITY:

Characteristic of Reactivity as defined by 40 CFR, Subpart C, Sec. 261.23. (i.e. Violent reaction with water, strong base, strong acid, or the generation of Sulfide or Cyanide gases at STP with pH between 2.0 and 12.5)

Reference:

40 CFR part 261 Subpart C sections 261.21 - 261.23, July 1, 1992.

Comments:

Southwest Water Disposal.

Leaking Drum and Bucket Overpacked.

Analyst

Reviev

tacy W Sendler



EPA METHOD 8015 Modified Nonhalogenated Volatile Organics Total Petroleum Hydrocarbons

Client:	EMNRD - OCD	Project #:	900503
Sample ID:	Skimmer Pit	Date Reported:	10-02-99
Laboratory Number:	G149	Date Sampled:	10-01-99
Chain of Custody No:	7415	Date Received:	10-01-99
Sample Matrix:	Soil	Date Extracted:	10-02-99
Preservative:	Cool	Date Analyzed:	10-02-99
Condition:	Cool and Intact	Analysis Requested:	8015 TPH

Parameter	Concentration (mg/Kg)	Det. Limit (mg/Kg)
Gasoline Range (C5 - C10)	1.5	0.2
Diesel Range (C10 - C28)	21.0	0.1
Total Petroleum Hydrocarbons	22.5	0.2

ND - Parameter not detected at the stated detection limit.

References:

Method 8015B, Nonhalogenated Volatile Organics, Test Methods for Evaluating Solid Waste,

SW-846, USEPA, December 1996.

Comments:

Southwest Water Disposal.

5 Pt. Bottom.

Analyst P. Oglewn

Stacy W Sendler
Review



PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

EPA METHOD 8015 Modified Nonhalogenated Volatile Organics Total Petroleum Hydrocarbons

Client:	EMNRD - OCD	Project #:	900503
Sample ID:	Sump Along Cliff	Date Reported:	10-02-99
Laboratory Number:	G150	Date Sampled:	10-01-99
Chain of Custody No:	7415	Date Received:	10-01-99
Sample Matrix:	Soil	Date Extracted:	10-02-99
Preservative:	Cool	Date Analyzed:	10-02-99
Condition:	Cool and Intact	Analysis Requested:	8015 TPH

Parameter	Concentration (mg/Kg)	Det. Limit (mg/Kg)
Gasoline Range (C5 - C10)	6.2	0.2
Diesel Range (C10 - C28)	151	0.1
Total Petroleum Hydrocarbons	157	0.2

ND - Parameter not detected at the stated detection limit.

References:

Method 8015B, Nonhalogenated Volatile Organics, Test Methods for Evaluating Solid Waste,

SW-846, USEPA, December 1996.

Comments:

Southwest Water Disposal.

5 Pt. Out of Stockpile.

Analyst Cepeller

Review . Stacy W Sandler

ENVIROTECH -ABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

EPA Method 8015 Modified Nonhalogenated Volatile Organics Total Petroleum Hydrocarbons

Quality Assurance Report

				-	
Client:	QA/QC		Project #:		N/A
Sample ID:	10-02-TPH QA	VQC	Date Reported:		10-02-99
Laboratory Number:	G140		Date Sampled:		N/A
Sample Matrix:	Methylene Chlor	ride	Date Received:		N/A
Preservative:	N/A		Date Analyzed:	·	10-02-99
Condition:	N/A		Analysis Reques	ted:	TPH
	I-Cal Date	I-Cal RF:	C-Cal RF:	% Difference	"Accept Range
Gasoline Range C5 - C10	06-17-99	2.6200E-002	2.6173E-002	0.10%	0 - 15%
Diesel Range C10 - C28	06-17-99	2.7356E-002	2.7301E-002	0.20%	0 - 15%
Blank Conc. (mg/L - mg/Kg	Sec. 1	Concentration	ga spira di Statis	Detection Limi	t
Gasoline Range C5 - C10	* Ann (100 (100 (100 (100 (100 (100 (100 (1	ND		0.2	888
Diesel Range C10 - C28		ND		0.1	
Total Petroleum Hydrocarbons		ND		0.2	
Duplicate Conc. (mg/Kg)	Sample	Duplicate	% Difference	Accept. Range	e nord
Gasoline Range C5 - C10	1.5	1.5	0.0%	0 - 30%	*****
Diesel Range C10 - C28	1,120	1,110	0.9%	0 - 30%	
Spike Conc. (mg/Kg)	Sample	Spike Added	Spike Result	% Recovery	Accept: Range
Gasoline Range C5 - C10	1.5	250	251	100%	75 - 125%
Diesel Range C10 - C28	1,120	250	1,360	100%	75 - 125%

ND - Parameter not detected at the stated detection limit.

References:

Method 8015B, Nonhalogenated Volatile Organics, Test Methods for Evaluating Solid Waste,

SW-846, USEPA, December 1996.

Comments:

QA/QC for samples G140 - G146 and G149 - G150.

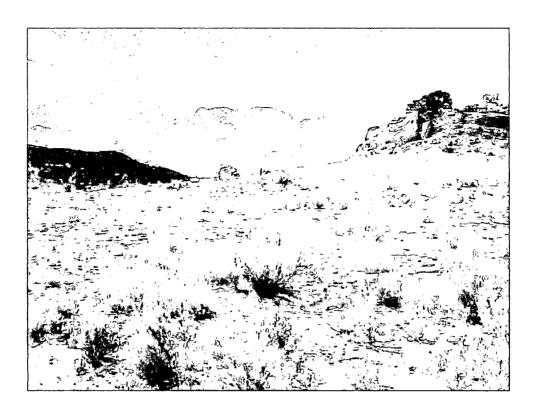
Analyst

Review

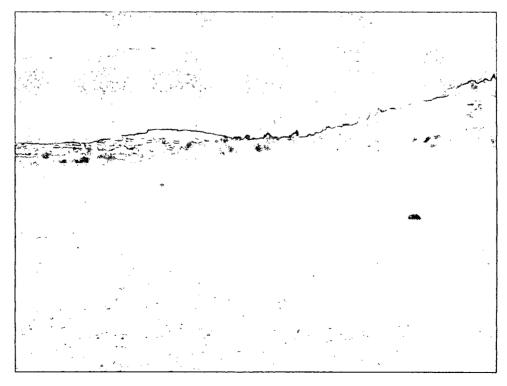
Stacy W. Sendler

CHA N OF CUSTODY RECOR)

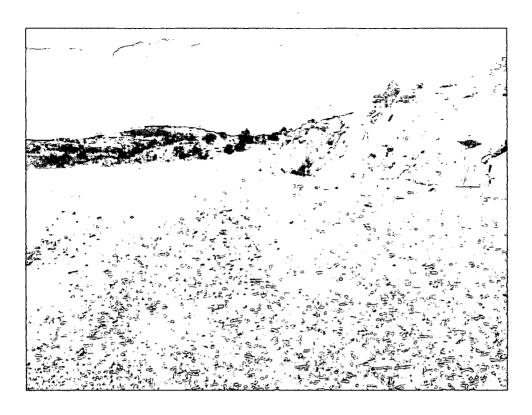
Client / Project Name	HMCCO Sout					Project Location Southwest Water Dispose					ANALYSIS / PARAMETERS									
Sampler:	موسى سا		Client No.	5-03			No. of Containers	⋨ ឣ	15 54					F	lemark	s				
Sample No./ Identification	Sample Date	Sample Time	Lab Number		Sample Matrix		Cont	RCRA	8015 TPH						•					
Black Poly Drum	ل٥٠١٠٩٩	14.00	G147	Lì	هسنه		l	~												
55 gal \$ 5 gal	10.1.99	14:15	_		عدره		l	~						LEAKING Drugs		E Real				
Skinner Pet	10.1.99			S	-il	······································	į		-					5 pt. b	otto	u,				
Sump Along Cliff	10.1.99	15:03	0120		oil		1		سسا					5 pt. ad			شاد جمالا			
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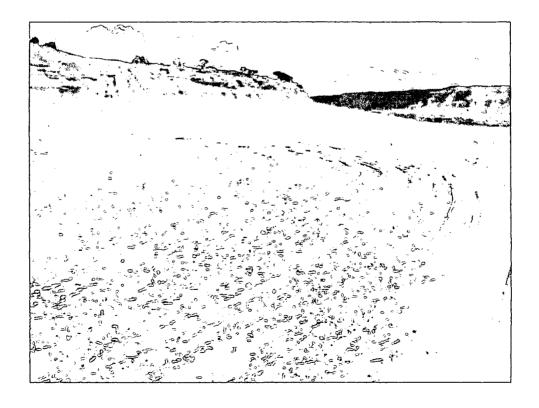
View NW at former pipe storage area



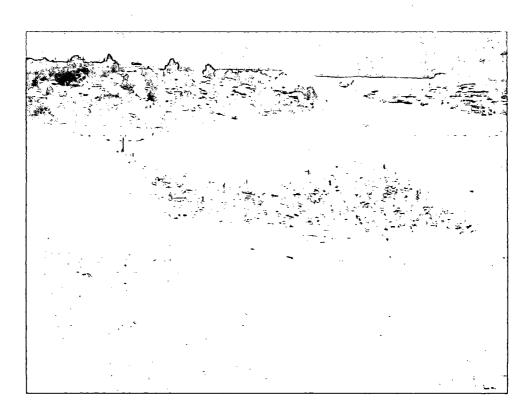
View North from former pit area



View North along base of cliff Note drainage at base of rocks flows N-NW



View northeast - Typical contour and mulch



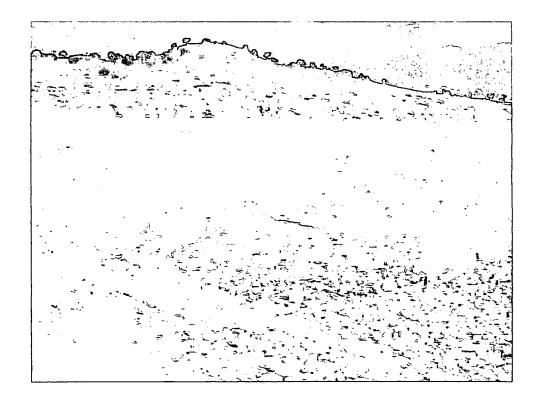
View E-NE along channel at north end of property All three gabion structures visible



Typical upstream completion of gabion Note Gabon is recessed from main channel

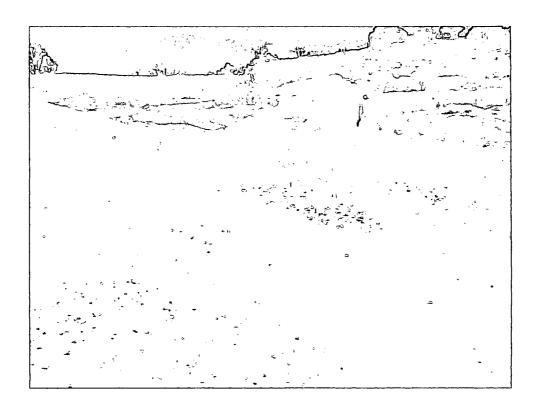


Center gabion at channel west end of site



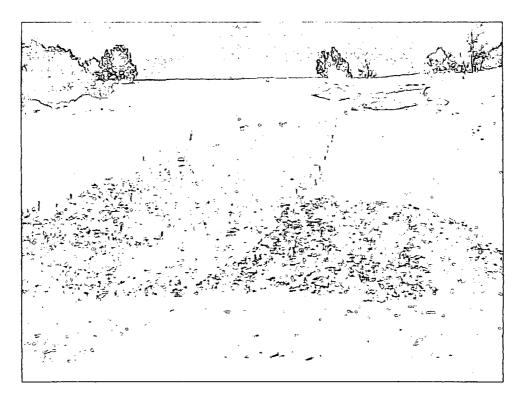
View east at center gabion

Note channel left side of photo and contour right center



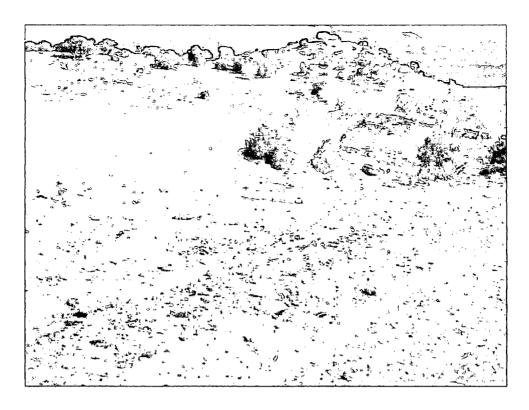
Upstream gabion

Discharge from hilltop drops on to gabion at dead cedar tree and notch in cliff at upper center of photo

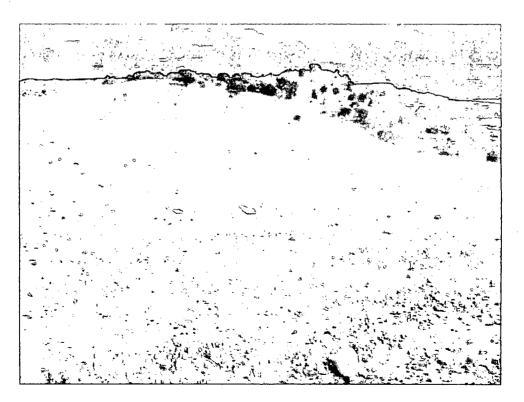


View North along upper gabion

Note boulder center foreground prevents erosion of inside curve of channel and outside curve of channel is armored with cobble above and below gabion



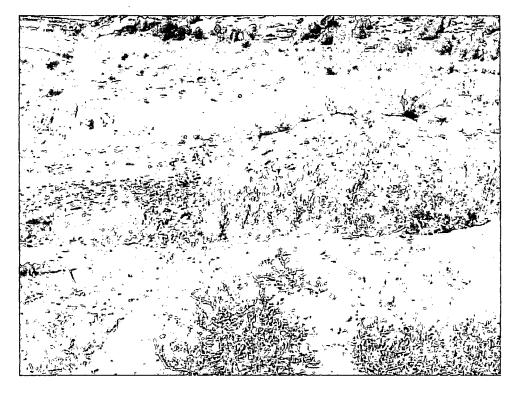
Secondary hillside diversion guides storm water to gabion structure



Primary diversion along left center of photo guides storm water to gabion through broad channel at small cedar (upper right center)



View west showing two of three contours (reddish soil on uphill flank)



Bermed road access at entrance to site

05/28/99 13:56:49

STATE OF NEW MEXICO

GENERAL SERVICES DEPARTMENT

90-521-25-06310

PURCHASING DIVISION

00/00/00 THRU 00/00/00 TYPE:A STAT:8 AMEND:00000

WELL PLUGGING - SAN JUAN COUNTY

AGENCY:

EMNRD

REOUISITION DATE: 04/16/99

SPD BUYER:

KS

LOGGED IN DATE: 04/07/99

PAGE 1

ACTION TAKEN: FORMAL

AGENCY BUYER:

ACTION DATE: 04/20/99
PGS: BID OPENING: 05/27/99

ZONES: YNNNNNNNNN XREF (1):

XREF (2):

E1: E2:

ENCUMBRANCE NO:

REQUESTED DELIVERY DATE: WITHIN 2 WEEKS ARO

CONTACT PERSON / PHONE: VIRGINIA BACA: 505-827-5901

** SHIP TO **

** INVOICE **

NAME: ENERGY, MINERALS AND NATURAL

NAME: SAME

ADDR1: RESOURCES DEPT

ADDR1:

ADDR2: 2040 S PACHECO

ADDR2:

CITY: SANTA FE

CITY:

STATE: NM ZIP: 87503-0000

STATE: ZIP:

05478 WELLS, PLUGGING

1 8 5450519

BBC INTERNATIONAL, INC.

PO BOX 805

HOBBS NM 88241-0000

TELEPHONE: 505-397-6388

2 8 5437890

CIMMARRON OILFIELD SERVICE CO.

PO BOX 3235

FARMINGTON

NM 87401-0000

TELEPHONE:

3 8 5275218 43C44

ENVIROTECH INC. 5796 U.S. HWY 64-3014

FARMINGTON

NM 87401-0000

TELEPHONE: 505-632-0615

4 8 5437910

ENVIRONMENTAL PROTECTION COMPANY

PO BOX 1977

FARMINGTON

NM 87499-0000

TELEPHONE: 505-632-1786

5 8 5336518 66R15

ON SITE TECHNOLOGIES, LTD.

612 E MURRAY DRIVE

PO BOX 2606

FARMINGTON

NM 87401-0000

TELEPHONE: 505-325-5667

TERM: NET FOB: JORS JOBSITE

DELIVERY: AS REQUESTED

COMMENT 1: CHECK 3146644

COMMENT 2: TAX-ID NUMBER:

TERM: NET FOB: JOBS JOBSITE

DELIVERY: AS REQUESTED

COMMENT 1:

COMMENT 2:

TAX-ID NUMBER: 850302615

TERM:

NET

JOBSITE FOB:

DELIVERY: AS REQUESTED

COMMENT 1: BID BOND

COMMENT 2:

TAX-ID NUMBER: 850394202

TERM:

60 DAY NET JOBSITE

FOB:

DELIVERY: AS REQUESTED

COMMENT 1:

COMMENT 2:

TAX-ID NUMBER:

NFT

TERM: FOB:

JOBSITE DELIVERY: AS REQUESTED

COMMENT 1:

COMMENT 2:

TAX-ID NUMBER: 850403080

05/28/99 13:56:49

*** BID TABULATION *** STATE OF NEW MEXICO

GENERAL SERVICES DEPARTMENT

90-521-25-06310

PURCHASING DIVISION

00/00/00 THRU 00/00/00 TYPE:A STAT:8 AMEND:00000

WELL PLUGGING - SAN JUAN COUNTY

6 8 5450526

ORGANIC WASTE TECHNOLOGIES 4500 W. ILLINOIS, STE 209

TX 79703-0000

TELEPHONE: 915-520-1581

7 8 5450533

ROWLAND TRUCKING CO.

DBA KEY ENERGY SERVICES INC. PO BOX 2040 - 2625 W. MARLAND

NM 88241-0000

TELEPHONE: 505-393-9171

8 8 5318692 49R74 9

TIERRA ENVIRONMENTAL CORP.

PO BOX 15250

FARMINGTON

NM 87401-5250

TELEPHONE: 505-325-0924

TERM:

NET

PAGE

JOBSITE FOB:

DELIVERY: AS REQUESTED

COMMENT 1: BID BOND

COMMENT 2:

TAX-ID NUMBER:

TERM:

NET 30

FOB: JOBSITE

DELIVERY: W/IN 2 WEEKS ARO

COMMENT 1: BID BOND

COMMENT 2:

TAX-ID NUMBER:

TERM:

NET 30

FOB: JOBSITE

DELIVERY: N/A

COMMENT 1: BID BOND

COMMENT 2:

TAX-ID NUMBER:

**************	*******	**********	*******
ITEM ARTICLE & DESCRIPTI VEN BID INFO	INU NC	T QUANT	PRICE ST VN

0001 INVITATION FOR BIDS (IFB) FOR THE PLUGG- -ING/REMEDIATION/RESTORATION OF A COMMERCIAL SURFACE WATER DISPOSAL FACILITY:

> SOUTHWEST WATER DISPOSAL - SE/4 SW/4 32-30N-9W. SAN JUAN. COUNTY.

THIS IS NOT AN ENCUMBERING DOCUMENT. IT IS TO ADVERTISE IFB ONLY.

1 6% TAX (5,534.38) 5 8 TAX .05625 \$13,201.60

- ABSTRACT REQUEST COMPLETED

83,688,000000 4

92,239.730000 118,836,500000

130,917.560000 5

132,962.000000 3 209.333.000000 7

247,896.850000 8

331,396.680000 6

BID FORM

NEW MEXICO OIL CONSERVATION DIVISION

Plugging/Remediating/Restoring 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: 90-521-25-06310

Bid Opening Date and Time: May 27, 1999 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 EOUIPMENT.

575 U.S. [7			
BIDDER MUST COMPLETE AND SIGN			
_BBC International, Inc.			
Bidder Name			_
_P.O. Box 805			
Street Address			_
Hobbs.NM 88241			
City S t	a	t	e
Zip			
(505) 397-6388			
Telephone S/26/9	<u>۶</u>		_
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 92,239.73 plus 6% tax (5,534.38) = \$97,774.11





PHONE (505) 397-6388 • FAX (505) 397-0397 • 1324 W. MARLAND • P.O. BOX 297 • HOBBS. NM 88241-0297 E-MAIL: bbc@bbcinternational.com

May 26, 1999

Purchasing Division Rm. 2016, Joseph M. Montoya Bldg. 1100 St. Francis Drive Santa Fe, NM 87503

Bid Identification Number: 90-521-25-06310

Bid Opening Date and Time: May 27, 1999, 2:00 p.m.

Gentlemen:

Please find enclosed our bid for the above mention bid of the plugging/remediating/restoring well/site for Southwest Water Disposal in San Juan County.

BBC International appreciates this opportunity to submit this bid. We have also enclosed a cashier's check in the amount of \$4,611.98 for the bid security and a copy of our insurance coverage.

We look forward to working for the State of New Mexico if we are the successful bidder. Additionally, a corporate brochure has been enclosed for your review. If you have any questions, please do not hesitate to contact us.

Sincerely,

Cliff P. Brunson, CEI, CRS

President

CPB:mo

enclosures

BID FORM (Page 1)

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: 90-521-25-06310

Bidder: BBC International, 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	\$	hour
Cement pumping	S	plug
Cement to include any blending and any transportation costs	S	sack
Plugging additional monitor wells	s 100.00	run
Move-in, move-out charges	\$ 30.00	hour
Water truck - Capacity 100 barrels	s 54.25	hour
Tractor and Seeder - Minimum hours if applicable 4	\$ 65.00	hour
Backhoe - Minimum hours if applicable: 4	\$ 53.00	hour
Dozer - Minimum hours if applicable: 4	\$ 118.00	hour
Track Hoe - Minimum hours if applicable4	\$ 153.00	hour
Trucking - Minimum hours if applicable4	\$ 67.00	hour
Front End Loader - Mininum hours if applicable4	\$ 106.00	hour
Environmental Technician	\$ 75.00	hour
Lab Analysis TPH	\$ 65.00	per analysis
Lab Analysis BTEX	\$ 70.50	per analysis
Contaminated Soil Offsite Remediation/Disposal	\$ 14.25	per cubic yard
Labor	\$ 21.00	hour
Native Seed Mix	\$ 0.15	per cubic yard

BID FORM (Page 2)

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

Bid Number: 90-521-25-06310

Bidder: BBC International, 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
Dirt Work Jim Wilson Construction Co.		P.O. Box 310 Hobbs, NM 88241	(505) 392-4742
<u></u>			

EOUIPMENT LIST

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

TYPE	MANUFACTURER	MODEL	CAPACITY	COND
Dozer	Caterpillar	6-R	6 yd.	New
Loader	Caterpillar	950	3.5 yd.	New
Dump Truck	International	Belly Dump	22 yds.	New
.]				1

CORPORATE SUMMARY:

BBC International, Inc. is a world-wide environmental consulting and remediation firm in business since 1983. The corporate headquarters are in Hobbs, New Mexico with offices in Houston, Texas and Calgary, Alberta. We have designed, managed, and completed hundreds of projects that vary widely in site specifics, climate, terrain, and type and level of contamination in diverse locals worldwide. Our capabilities allow us to offer our clients a vast array of services. These include site investigation, contaminant delineation, interpretation, modeling, and remediation.

Following are some examples of the projects that we have undertaken. BBC has completed excavation and disposal of crude oil contaminated soils from burn pits, skimmer pits, disposal pits, and flowline/pipeline leaks. We have installed and abandoned monitor wells. Several projects have been under the jurisdiction of the NMOCD. We have performed site restoration, contouring, and revegetation projects from the Sahara Desert in Tunisia, to jungle locations in Nigeria, Gabon, and Venezuela, to cotton fields in New Mexico and Texas.

BBC has a solid track record of providing practical and innovative solutions to client's environmental problems. BBC's personnel have diverse backgrounds in a multitude of industries. By combining our technical expertise with our specialized environmental knowledge, products, and systems, BBC's specialists are able to provide unique insights into solving today's environmental challenges.

Our domestic and international experience proves we are able to meet the challenge of unusual political situations, customs, regulations, restrictions, and the local populace. The expertise of BBC's personnel to adapt to changing conditions is evident in the completion of <u>all</u> projects undertaken.

State of New Mexico Taxation and Revenue Number: 02-015251005

Federal I.D. Number: 85-0317660

SCOPE OF WORK PROPOSED:

Provide professional services to design and implement final closure of a commercial surface waste management facility (Southwest Water Disposal) located in SE/4 SW/4 of Section 32, Township 30 North, Range 9 West, San Juan County, New Mexico.

- Removal and disposal of fluids in the tanks on site to Tierra Environmental, an OCD-approved facility.
- Cleaning, removal, and disposal of all tanks, vessels, equipment, hardware, and miscellaneous debris. Taking and analyzing a minimum of 5 soil samples around tanks for TPH, BTEX, and total chlorides. Dependent upon results and consultation with OCD officials, no further work will be conducted unless directed by OCD officials.
- Removal, demolition, and disposal of the building, camp trailer, PVC pipe, trash, and foundation to the San Juan County landfill (already pre-approved).
- Excavation of the previously covered skimmer pit of an approximate size of 50 feet by 50 feet by 7 feet deep (50' x 50' x7', approx. 972 cubic yards) Disposal of contaminated soils at Tierra Environmental, an OCD-approved facility. Taking and analyzing a minimum of 5 soil samples for TPH, BTEX, and total chlorides after excavation. Samples will be four (4) walls and bottom of excavation. Dependent upon results and consultation with OCD officials, the skimmer pit will then be backfilled with material on site, contoured, regraded for proper drainage, then ripped, seeded with appropriate BLM seed mix, and watered.
- Recontour upper borrow pit and access road and cut for proper drainage to the southwest away from main facility per OCD's instructions. Install natural burm on south end to reroute drainage. Rip, seed with appropriate BLM seed mix, and water.
- 6. Flug and abandon eight (8), four (4) inch schedule 40 PVC monitor wells with concrete to surface.
- Regrade, fill, and contour main facility site (approx. 565' x 510' or 6.6 acres) for proper drainage to prevent future erosion of the site. Build natural burm (approx. 560' x 3') along the north end for proper drainage and erosion control. Build natural burm (approx. 565' x 3') on the east side for proper drainage and erosion control. Fill washes on west side from borrow pit (565' x 10' x 4') for proper erosion control and drainage. Rip, seed with appropriate BLM seed mix, and water.
- 8. Prepare and submit final report of all site activities and analytical results.
- 9 #49 Additional seeding and modification or repair of surface drainage and erosion control measures to be determined after follow-up inspection nine (9) months after initial seeding. If additional work required, it will be at time and materials costs.

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Pho	ne No. 505-393-2550 Fax N	No. 505-393-6539	Α	ENVIRONMENT	AL INSURANCE	·
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	BBC INTERNATIONAL,	INC./GTC	COMPANY C	Mountain St	ates Mutual	
	PO BOX 805 HOBBS NM 88241	•	COMPANY			
co	VERAGES					
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COLTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	6
	GENERAL LIABILITY				GENERAL AGGREGATE	\$2,000,000
A	X COMMERCIAL GENERAL LIABILITY	GA5857010 GULF INSURANCE	10/12/97	10/12/00	PRODUCTS - COMP/OP AGG	\$2,000,00
	CLAIMS MADE X OCCUR				PERSONAL & ADV INJURY	s 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$1,000,000
A	X POLLUTION LIAB:	GA5857010 GULF INSURANCE	10/12/97	10/12/00	FIRE DAMAGE (Any one fire)	\$ 50,000
	(CLAIMS MADE)				MED EXP (Any one person)	\$ 5,000
В	AUTOMOBILE LIABILITY ANY AUTO	CAP 2 507 240	10/12/98	10/12/99	COMBINED SINGLE LIMIT	\$1,000,000
	ALL OWNED AUTOS X SCHEDULED AUTOS				BODILY INJURY (Per person)	\$
	X HIRED AUTOS	·			BODILY INJURY	s
	X NON-OWNED AUTOS				(Per accident)	
					PROPERTY DAMAGE	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	S
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	\$
					AGGREGATE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
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	OTHER THAN UMBRELLA FORM				WC STATU- OTH-	<u>s</u>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				X WC STATU- TORY LIMITS OTH- EL EACH ACCIDENT	. 500 000
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٠	PARTNERS/EXECUTIVE X EXCL	WC1 0000729 0253	02/03/33	02/03/00	EL DISEASE - EA EMPLOYEE	\$ 500,000
	OTHER					
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CE	TO WHOM IT MAY	TOWHOMI	EXPIRATION 10 DAYS BUT FAILURE	OF THE ABOVE DESCRIPTION OF THE IS WRITTEN NOTICE TO TO MAIL SUCH NOTICE UPON THE COMPANY, PRESENTATIVE	RIBED POLICIES BE CANCELLE SSUING COMPANY WILL ENDEA THE CERTIFICATE HOLDER NA E SHALL IMPOSE NO OBLIGATION ITS AGENTS OR REPRESENTA	VOR TO MAIL MED TO THE LEFT, ON OR LIABILITY
AC	ORD 25-S (1/95)		7	Nef	D MAKEORD CO	RPORATION 1988

BID BOND CHECK VERIFICATION

COMPANY: BBC International	BID BOND CHECK # 3146644
ADDRESS: PO Box 805	FOR BID NUMBER <u>90-521-25-∞</u> 310
HObb. 11 88241	DATE TURNED IN: 5-28-99
	•
***************************	******************************
RECEIVED BY: Sue by Herring	
DATE: 5-28-99	
*********************	*************
CHECK RECEIVED AT GSD/ASD BY:	
DATE:	
***************************************	***************************************
DATE CHECK RETURNED TO SUBMITTER:	
	-
RETURNED BY:	
VIA:	
**************************	***********
1	04.400.4
	Official Bank Check 314664
	LOCATION ID 00616
Remitter BBC INTERNATIONAL, INC.	Date MAY 26, 1999
	\$ ****4,611.98
Py FOUR THOUSAND SIX HUNDRED ELEVEN AND 98/10	00
To the * PURCHASING DIVISION	
Order of	Vint A. Vally
	Authorized Representative / Drawn on Norwest Bary Colorado, N.

NC 70217 CHK 1NM (12-97-210891)



FAX TRANSMISSION

BBC International, Inc.
World-Wide Environmental Specialists
P.O. Box 803.
1324 W. Marland Blvd.
Hobbs, New Mexico 88241
\$05-397-6388
Fax: 505-397-0397

E-Mail: bbc@bbcinternational.com

To: Martyne Keeling

Date: 7/6/99

Company: NMOCO

Pages: 2 , including this cover sheet.

Fax#: (505) 827-8177
From: Cliff Brunson

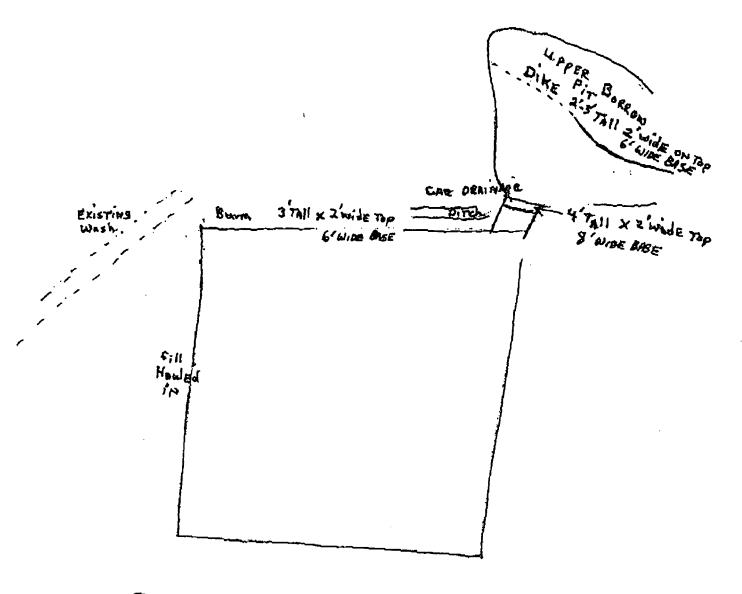
Subject: Scetch of proposed OCD work

COMMENTS:

Martyne.

Here is a scetch of the work to be done on Bid 490-521-25-06310. If you have any questions please feel free to contact me.

Thanks, Cliff



BBC International , Inc.
Scetch of Proposed Ochwork
Bid#90-521-25-06310

BBC International, Inc.

Received 7-6-99 phone conversation with Nolan Brunson

Bid break down for scope of work on South West Water Disposal Bid # 90-521-25-06310

- 1. \$11,060.
- 2. \$12,500.
- 3. \$8,760.
- 4. \$25,516.
- 5. \$10,075.
- 6. \$4,400.
- 7. \$15,860.
- 8. \$4,068.73
- 9.

RANKING 3-1 HIGH TO LO

	SWWD BIDDER	REVIEWER Roger Anderson	REVIEWER Frank Chavez	REVIEWER Denny Foust	REVIEWER Martyne Kieling	SCORE	ENGINEER MMD	FINAL BID WINNER
1	BBC International, Inc.				,			
3	Envirotech Inc.						·	
8	Tierra Enviromental Co., Inc.							

	SOUTH WEST WATER DISPOSAL BID ID # 90-521-25-0631	0		1	
	NAME	MISSING INFORMATION THAT IS REQUIRED	CERT.	FEDERAL TAX ID#	STATE TAX ID #
1	BBC International, Inc.	complete	no	85-0317660	02-015251-00-5
2	Cimmarton Oilfield Services Company	bb,	no	85-0302615	01-172589-00-3
3	Envirotech Inc.	Complete (ftax)	yes	no	02-155491-00-9
4	Environmental Protection Company	Flax,Slax,bb,Ll.scope	710	BC .	no
5	On Site Technologies, LTD.	Stax,bb.Li	no	85-040308D	ng
6	Organic Waste Technologies	Flex scope	yes	80	02-307013-00-0
7	Rowland Trucking Company, DBA Key Energy Services Inc.	scope	yes	85-0406889	02-195245-00-0
8	Tierra Environmental Company, Inc.	complete	yes	85-0401190	02-201279-00-6

Sump Ail

CONTRACTOR LICENSE #	BID BOND with power of attorney	CERT LIABILITY INSURANCE BID WINNER	TURNKEY	SCOPE OF WORK	
	yes ck. \$4611.98	yes 5/25/99	92,239.73	yes	1
	no	yes 05/26/99	118,836,50	yes	
32099	yes bid swwd	no/l 5% of bid 05/27/99	132,962.00	yes	3
	no	no	83,588,00	86	e.
	no	no	130,917,56	y85	Ø
	yes bid swed	yes 03/11/99	331 399.69	no	
52964	yes tiid # listed	yes 05/27/99	209,333.00	iio.	×
	yes \$11,750.00	yes 05/25/99	247,896.85	yes] 8

- 1200

MAIL TO:

STATE OF NEW MEXICO GSD - PURCHASING DIVISION PO BOX 26110



SANTA FE. NEW MEXICO 87502-0110

VENDOR

5318692

NVIRONMENTAL

P.O. DRAWER 15250 **FARMINGTON, NM 87401**

50

* INVITATION T 0

WELL PLUGGING - SAN JUAN COUNTY

CONTRACT

TELEPHONE NO. 505-334-8894 IF YOUR ORDERING OR PAYMENT ADDRESS IS DIFFERENT FROM ABOVE, PLEASE SUBMIT AN ATTACHMENT WITH YOUR ADDRESSES.

BID NUMBER: 90-521-25-06310 COMMODITY CODE(S): 05478

BUYER: KATHY SANCHEZ (505) 827-0487

DATE: 05/27/99

SEALED BID OPENING: FORMAL

STATE PURCHASING AGENT'S OFFICE

TIME: 02:00 PM

COMPANY:

JERRA ENVIRONMENTALCO N.M. 5% RESIDENT PREFERENCE

CERTIFICATION NUMBER

NOTE: TO BE VALID BID MUST BE SIGNED

SIGNATURE: TYPE/PRINT NAME:

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

FOB POINT: JOBSITE REQUESTED DELIVERY: WITHIN 2 WEEKS ARO

VENDOR'S DELIVERY: DELIVERY MAY BE CONSIDERED THE AWARD.

SHIP TO:

ENERGY, MINERALS AND NATURAL RESOURCES DEPT

2040 S PACHECO

SANTA FE NM 87503

INVOICE: SAME

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 20SHEETS, PLUS ___ SAMPLES WHICH COMPRISE SPECIFICATIONS, INSTRUCTIONS, AND BID FORMS, IF YOUR INVITATION CONTAINS LESS, PLEASE ADVISE THIS OFFICE IMMEDIATELY.

IF APPLIC	ABLE - BI	IDDER ACKNOWLEDG	ES RECEIPT OF	F THE FO	LLOWING	AMENDMENT (S
AMENDMENT	NO:	DATED:	_ AMENDMENT	NO:	DATED:	
AMENDMENT	NO:	DATED:	_ AMENDMENT	NO:	DATED:_	

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

- 1. General: When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
- Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.

3. Assignment:

- A. Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
- B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
- 4. State Furnished Property: State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- 5. Discounts: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
- 6. Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense promptly after notice of rejection.
- 7. Inspection of Plant: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract
- 8. Commercial Warranty: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
- 9. Taxes: The unit price shall exclude all State taxes.

10. Packing, Shipping and Invoicing:

- A. The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.
- B. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
- C. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
- 11. Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess costs occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
- 12. Non-collusion: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
- 13. Non-discrimination: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336).
- 14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
- 15. All bid items are to be NEW and of most current production, unless otherwise specified.
- 16. Payment for purchases: Except as otherwise agreed to: Late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.
- 17. Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this { Agreement} may be terminated by the contracting agency.
- 18. ATTENTION: Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope

BID FORM

NEW MEXICO OIL CONSERVATION DIVISION

Plugging/Remediating/Restoring 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:

90-521-25-06310

Bid Opening Date and Time:

05/27/99

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
TIERRA ENVIRON Bidder Name	mental Co, INC.
<u>420 CR 3100</u> Street Address	
Aztec, NM &	\(\frac{7410}{\text{S} \tangle t \text{ a t e}} \)
_505-334-8894	Zip
Telephone	Sh. 05/25/99
Authorized Signature	Date

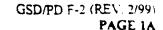
The bidder identified herein submits this bid in response to the referenced Invitation for Bids and agrees to abide by all the terms and conditions contained therein. Bidder further certifies that it is fully qualified to perform the work in accordance with those terms. The offer represented by this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

TOTAL TURNKEY BID \$ 234, 695.25 GROSS Receipts + 13, 201.60 TAX.05625 TOTAL BILL 247, 896.85 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

OK:			

STATE OF NEW MEXICO TAXATION AND REVENUE DEPARTMENT

I.D. NO.:	 	 	
By:	 		
Date:			





existing equipment.

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

IMPORTANT BIDDING INFORMATION

Resident Manufacturer Preference, vendor must complete the following if applicable:
I (WE) CERTIFY THAT THE FOLLOWING ITEMS NUMBERED / thru 9
AS INDICATED IN THIS BID WERE (ARE) GROWN, PRODUCED, PROCESSED. OR MANUFACTURED WHOLLY IN THE STATE OF NEW MEXICO.
SIGNATURE OF BIDDER: (Vendor Must Sign)
(Vendor Must Sign)
RESIDENT PREFERENCE - PURSUANT TO SECTIONS 13-1-1 & 13-4-2 NMSA 1978. BIDDERS CLAIMING 5% PREFERENCE MUST BE CERTIFIED PRIOR TO BID OPENING.
All Bidders must notify the State Purchasing Agent if any employee(s) of the requesting agency or the Office of the State Purchasing Agent have a financial interest in the bidder:
☑ NO FINANCIAL INTEREST ☐ YES FINANCIAL INTEREST
IF YES, SPECIFY. BY NAME:
[2] TABULATION REQUESTED (Tabulation will be mailed upon request – INSERT CHECK MARK IF YOU WISH TO RECEIVE TABULATION) TELEPHONE RESULTS OF BIDS WILL NOT BE GIVEN.
FAILURE OF BIDDERS TO COMPLETE BIDDING DOCUMENTS IN ACCORDANCE WITH ALL INSTRUCTIONS PROVIDED IS CAUSE FOR THIS OFFICE TO REJECT BIDS.
Brand names and numbers are for reference only, equivalents will be considered. If bidding "Equivalent." BIDDERS MUST BE PREPARED TO FURNISH "COMPLETE DATA" UPON REQUEST, PREFERABLY WITH BID TO AVOID DELAY IN AWARD.
Specifications on the bid are not meant to exclude any bidder or manufacturer. Where a brand name or equal is

it is requested that his opinion be made known to the State Purchasing Agent, in writing. AT LEAST SEVEN (7)
DAYS PRIOR to the bid opening date.

Bidders must, upon request of the State Purchasing Agent's Office, provided information and date to prove that the

If any bidder is of the opinion that the specifications as written preclude him from submitting a proposal on this bid.

indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized "only" if required to match

Bidders must, upon request of the State Purchasing Agent's Office, provided information and date to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The State Purchasing Agent reserves the right to require a bidder to furnish a Performance Bond PRIOR TO AWARD, where the bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the bidder.

COST ESTIMATE SOUTHWEST DISPOSAL

IFB NO. 90-521-25-06310

CONTRACTOR:

Tierra Environmental Company, Inc.

P.O. Drawer 15250 Farmington, NM 87401 Phone 505-334-8894

505-334-9024 Fax

E-mail reci@cyberport.com

Contact: Phil Nobis

1. Removal and disposal of fluid in tanks, to the OCD permitted Tierra Landfarm at Crouch Mesa Estimated 600 barrels: Disposal Fee @ \$ 14.00 per bbl Trucking @ \$45.00 per hour 2.5 hr trip per 80 bbls

8,400.00 843.75

- 2. Removal and disposal of all tanks, vessels, equipment Hardware and debbris: Tank Removal 5 tanks to Tierra Landfarm and clean out \$ 3,000.00 Removal of debris and other equipment & hardware included In item# 5
- Demolition and disposal of buildings 3: and foundation.

\$3,000.00

Excavation of the proviously covered skimmer pit that is 4. Approximately fifty feet by fifty feet by seven feet deep, (50' x 50' x 7') and removal of contaminated soil to the Tierra Landfarm on Crouch Mesa. Estimated 1,500 cubic yards of contaminated material to

be removed:

Disposal fee 1,500 cubic yards @ \$ 12.00 per Trucking @ 60.00 per hour 2.5 hour trip per 20 cy yd Fill material on the back haul \$ 2.00 per cu yd x 1,500 Closure Samples BTEX TPH 1 composite Excavation and dirtwork contained in item #5

\$18,000.00 \$11,250.00 \$ 3,000.00 \$ 200.00

5. Re route all surface drainage away from Facility, which may include the use of rip rap, erosion control mats or other appropriate erosion control methods including drain tile.

Engineering:

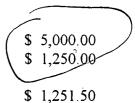
\$ 14,500.00

Construction and dirtwork including skimmer pit Item # 4, item # 7 and Item 8

\$143,000.00

Construction Material:

Rip rap material and top soil can be hauled on backhaul from trash to county landfill (no additional trucking) includes;
Rip rap material 1,000 cy yds @ 5.00 per
Top Soil 500 cu yds @ \$2.50 per



6. Plug and abandon eight to thirteen four inch schedule

Erosional features. (Included in item # 5)

- 7. Fill and regrade skimmer pit area, surface depressions and
- 8. Recountour, terrace, prepare the soil and seed with native vegetation to prevent all future erosion or degradation of the Facility, which shall include barrow pit and access road north of the Facility. Dirt work included in item #5. Reseed
- \$ 1,500.00
- Additional seeding and modification or reppair or Surface drainage and erision control devices to be determined Follow up inspection nine months after facility is initally seeded.

(time & materials)

10. Project & Environmental Supervision for the entire project

\$ 20,500.00

(Includes on site supervision, administrative work, reports and nine month follow up).

Bid Total	\$234,695.25
Gross Receipts Tax .05625	\$ 13,201.60
Grand Total	\$247.896.85

BID FORM (Page 1)

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: 90-521-25-06310

Bidder: TIELRA ENVIRONMENTAL CO. TIME

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	s partice	hour
Cement pumping	\$ 10/3/150	plug
Cement to include any blending and any transportation costs	s up 123	sack
Plugging additional monitor wells	8	run
Move-in, move-out charges	\$ 110,00	hour
Water truck - Capacity 12.0 barrels	\$ 65.00	hour
Tractor and Seeder - Minimum hours if applicable	\$ 45,00	hour
Backhoe - Minimum hours if applicable:	\$ 55,00	hour
Dozer - Minimum hours if applicable:	\$ 95.00	hour
Track Hoe - Minimum hours if applicable	\$ 90,00	hour
Trucking - Minimum hours if applicable	\$ 55.00	hour
Front End Loader - Mininum hours if applicable	\$ 85.00	hour
Environmental Technician	\$ 45.00	hour
Lab Analysis TPH	\$ 75,00	per analysis
Lab Analysis BTEX	\$ 100,00	per analysis
Contaminated Soil Offsite Remediation/Disposal Studge	\$ 12,00	per cubic yard
Labor	\$ 25,00	hour
Native Seed Mix	\$ 10.00	per cubic yard

BID FORM (Page 2)

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

Bid Number: 90-521-25-06310

Bidder: TIERRA ENVIRONMENTAL CO, 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
PAA Wells	Cementers, Inc	FARMING FON NM 87499	505- 632- 3683
Water Trucks	DAWN TRUCKING	160R J 5860 FARMING FON NM 87401	505- 327- 6314
TRUCKING + EARTHWORK.	BOH MAINT. + CONST.	Pa Bust 185	505- 634- 0460
	0)EC0	591 HW Y544 AZtec, NM 87410	505- 334- 3454

EQUIPMENT LIST

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

ТҮРЕ	MANUFACTURER	MODEL	CAPACITY	COND
·				
<u> </u>			,	<u>.</u>
			<u> </u>	

SCOPE OF WORK PROPOSAL NARRATIVE SOUTHWEST DISPOSAL

CONTRACTOR:

Bid No. 90-521-25-06310

Tierra Environmental Company, Inc. P.O.Drawer 15250
Farmington, NM 87401
Phone 505-334-8894
Fax 505-334-9024

E-mail teci@cyberport.com

Contact: Phil Nobis

Tierra Environmental Company, Inc., proposes to complete the scope of work outlined in ARTICLE I – STATEMENT OF WORK, A., 1-9 in the following manner.

- 1. All fluids will be removed from the tanks by vacuum truck for transport to the Tierra Environmental Landfarm on Crouch Mesa in San Juan County for stabilization and remediation.
- 2. The five tanks will be removed by oilfield rig up trucks after they have been emptied of all liquid material. They will be transported to the Tierra Environmental Landfarm for cleaning and salvage. Any salvageable equipment, vessels, hardware that is useable will also be removed to the Tierra Environmental Landfarm as salvage. Any hardware, equipment debris etc. that is not salvageable will be taken to the San Juan County Landfill for permanent disposal.
- 3. The building will be dismantled. Any usable material will be taken to Tierra Environmental as salvage. Construction debris including the cement foundation will be removed to the San Juan County Landfill for permanent disposal.
- 4. The skimmer pit will be excavated using a trackhoe and front end loader. All contaminated material will be removed to the Tierra Environmental Company Landfarm on Crouch Mesa in San Juan County for remediation. Remediated backfill approved by OCD will be transported as fill material on the backhaul. One to two composite samples will be taken from about two feet below grade of the pit excavation bottom and walls for analysis of TPH and BTEX. Closure standards will be a 5,000 ppm.

5. Drainage effecting the Facility will be re-routed away from the facility and controlled using rip rap material and dirtwork in accordance with the design information developed by the Engineering Firm of Cheney Walters Echols, Inc. The engineering design will include the following:

Aerial surveying will be conducted and as a result thereof, a complete topographic survey of the approximate 15 acre parcel will be developed. (See attachment #1 from Cheney Walters Echols, Inc. Dated May 11, 1999) Based on Tierra Environmentals' experience with this and other facilities, the engineering and topographic survey with respect to how best to control drainage and erosion is an absolute necessity in order to provide for a successful, complete, and lasting program.

The engineering information will be used as a guideline to complete the following work.

The first most critical area of concern with regard to run off is the borrow pit located above and to the north of the Facility. With that run off diverted away from the closed impoundment and into the wash further erosion will be prevented. Tile drain will be placed below the barrow pit, rip rap and ditching will be used to channel the collected runoff into the wash. The second area of concern would be the natural drainage from the hillside on the north side of the closed impoundment. Near the center of the north side of the impoundment, run off should be diverted to the east and west, around the closed impoundment and into the wash. Rip rap and ditching will to used to accomplish containment and channeling of the run off. The third area of concern is the southwest corner of the closed impoundment. The existing erosion must be filled in as well as the erosion that has occurred all along the south side. The surface of the closed impoundment can sustain natural precipitation. It should be re-contoured in a manner that will take advantage of the natural precipitation, adding about 500 cubic yards of good remediated topsoil. The retention of moisture in this area is critical in order to promote the growth of native as well as planted grasses and other vegetation. Loose rip rap and caged and wired rip rap baskets will be used to line ditching. corners and diversions. The areas that have been scarred north of the closed impoundment also receive some topsoil prior re-seeding.

Rip rap material and a limited amount of good topsoil can be brought to the site on the back haul from trucks taking trash and debris to the San Juan County Landfill. The rip rap and top soil will be furnished at the Tierra Environmental Landfarm with is located approximately 2 miles to the south of the Landfill on the same county road. Trucks going to the landfill from Southwest Disposal have to drive by the Tierra Environmental Landfarm on their way to and from.

6. From eight to thirteen monitor wells will be plugged and abandoned, by excavating a space two to three feet below grade, cutting off the excess monitor well stem and cementing each from top to bottom. The excavation and cemented

wells will then be covered with two feet of fill material. This procedure will reduce the possibility of the exposed casing acting as a conduit for rain or runoff to effect the subsurface.

- 7. The skimmer pit excavation will be backfilled to grade and compacted using a wheel loader. The remainder of the surface depressions, erosional features will be filled in during the re-contouring effort and based on the engineering topographical information developed for that purpose.
- 8. When the re-contouring effort is complete including the addition of additional topsoil, the area will be seeded with natural grasses and other vegetation.
- 9. Additional seeding or other modifications, repairs etc. will be made if necessary following a nine-month inspection. The purpose of the engineering and topographical survey is to prevent the necessity of having to later perform a substantial amount of re-work at the Facility.



Attachment # 1

909 W. APACHE • FARMINGTON, NEW MEXICO 87401 • (505) 327-3303 May 12, 1999

Mr. Phil Nobis, President Tierra Environmental, Inc. P.O. Drawer 15250 Farmington, NM 87401

Re: Proposal for Final Closure of Southwest Disposal

Dear Mr. Nobis:

Following is our proposal to provide surveying and engineering services for the above referenced project:

- 1. Provide a complete topographic survey of an approximate 15 acre parcel. Upon completion of the gathering of DTM and planimetric digital data, the DTM digital data will be delivered in DCA format with planimetric digital data as well as the contour digital data in AutoCAD Version 14 Format on 3½" diskettes. A hard copy plot will be provided at the scale of 1" = 50' with 1' contour intervals. All data gathered will meet or exceed National Map Accuracy Standards for a 1' contour interval map produced at a scale of 1" = 50'. One mylar reproducible of the entire area will be provided at 1" = 50'. This will be a 30" x 36" black and white digital orthophoto.
- 2. Provide a complete drainage site of areas contributing drainage to the project as well as on-site drainage.
- Develop recommendations and plans and specifications for construction of recommended drainage retention or channeling as well as stabilization for constructed or existing channels.

The total fee for the digital terrain modeling and mapping will be \$7,000.00 and engineering fees will be \$7,500.00, for a total project fee of \$14,500.00 plus applicable gross receipts taxes.

I appreciate the opportunity of submitting this proposal and if you have any questions, please feel free to contact me at your convenience.

Sincerely,

CHEMEY ▲ WALTERS ▲ ECHOLS, INC.

Richard P. Cheney, P(E.

President

RPC:Iw

prop99

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

011871105

WORKERS COMPENSATION AND EMPLOYERS' LIABILITY

OTHER

CERTIFICATE HOLDER ADDITIONAL INSURED; INSURER LETTER	CANCELLATION
Energy, Minerals, & Natural Resource; NM Oil Conservation 2040 S Pacheco Santa Fe, NM 87505	SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELLED BEFORE THE EXPIRATION DATE THE FIRE PLANTING INSURER WILL ENDEAVOR TO MAIL] () DAYS WRITTEN NOTICE TO THE DESTIFICATE MOLDERMANED TO THE LEFT, BUT FAILURE TO DOSO SHALL IMPOSE NO OBLIGHTONOS CLABILITY OF ANY KNO UPON THE INSURER, ITS AGENTS OR REPRESENTATIONS AUTHORIZED RESTRICTIVE AUTHORIZED RESTRICTIVE
ACORD 25-\$ (7/07)1 of 2 #\$13234/M13232	WILM & ACORD CORPORATION 1988

03/13/99 03/13/00

:500,000

E.C. EACH ACCIDENT

ELL DISEASE POLICY LIMIT 1500, 000

רושות שליקו בבבדיובין

PREMIUM: \$0.00

BID BOND

BID DATE:

May 27th, 1999

KNOW ALL MEN BY THESE PRESENTS, t	hat we		
Tierra Environmental Co., Inc.			
as Principal, hereinafter called the Principal	and Far West Insurance Co	ompany	
a corporation duly organized under the laws			ound unto
Energy, Minerals, Natural Resources			
			,
as Obligee, hereinafter called the Obligee,			
in the sum of 5% of amount bid not to excee	d	Dollars (\$11,750.00),
for the payment of which sum well and truly	to be made, the said Principa	al and the said Surety, bind o	urselves, our
heirs, executors, administrators, successors	s, and assigns, jointly and sev	verally, firmly by these preser	nts.
WHEREAS, the Principal has submitted a b			
•	•		·
Environmental Closure, Erosion Control State # 90-521-25-06310		,	
or Contract Documents with good and suffi payment of labor and material furnished in such Contract and give such bond or bond penalty hereof between the amount specifiath contract with another party to perform otherwise to remain in full force and effect. Signed and sealed this 27th day	the prosecution thereof, or in ds, if the Principal shall pay t fied in said bid and such larg n the Work covered by said	the event of the failure of the to the Obligee the difference ger amount for which the Ob	e Principal to enter not to exceed the oligee may in good
Signed and Sealed this	O(
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	Tierra Environmenta	Epal)	
(Witheas)	- {		
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Hea F. Sabacdu	Far West Insurance C		73 7086
(Withers)	- June	oh	A TORAST
	DONNA W. COEN	•	Managara Comment of Managara

Printed in cooperation with the American Institute of Architects (AIA) by Far West Insurance Company . Far West vouches that the language in this document conforms exactly to the language used in AIA Document A310 - BID BOND - AIA - FEB, 1970 ED - THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C., 20006 (Far West has added a field to include the Bid Cate on this form)

(Attorney-In-Fect)

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LIMITED POWER OF ATTORNEY

Amwest Surety Insurance Company Far West Insurance Company

POWER NUMBER

This document is printed on white paper containing the artificial watermarked logo (🤌) of Amwest Surety Insurance Company on the front and brown security paper on the back. Only unaltered originals of the Limited Power of Attorney ("POA") are valid. This POA may not be used in conjunction with any other POA. No representations or warranties regarding this POA may be made by any person. This POA is governed by the laws of the State of Nebraska and is only valid until the expiration date. Amwest Surety Insurance Company and Far West Insurance Company (collectively the "Company") shall not be liable on any limited POA which is fraudulently produced, forged or otherwise distributed without the permission of the Company. Any party concerned about the validity of this POA or an accompanying Company bond should call your local Amwest branch office at (303) 985-7010

KNOW ALL BY THESE PRESENT, that Amwest Surety Insurance Company, a Nebraska corporation and Far West Insurance Company, a Nebraska corporation (collectively the "Company"), do hereby make, constitute and appoint:

Donna W. Coen Chris Ramirez Rebecca L. Braun Terrence E. Dreiling Thomas J. Sauer Patsy I. Woods

William C. Slater, Jr. Karen A. Loose Eufemia G. Percz

As Employees of Amwest Surety Insurance Co

its true and lawful Attorney-in-fact, with limited power and authority for and on behalf of the Company as surety to execute, deliver and affix the scal of the company thereto if a seal is required on bonds, undertakings, recognizances, reinsurance agreement for a Miller Act or other performance bond or other written obligations in the nature thereof as follows:

All Bonds up to \$25,000,000.00

and to bind the company thereby. This appointment is made under and by authority of the By-Laws of the Company, which are now in full force and effect.

I, the undersigned secretary of Amwest Surety Insurance Company, a Nebraska corporation and Far West Insurance Company, a Nebraska corporation. DO HEREBY CERTIFY that this Power of Attorney remains in full force and effect and has not been revoked and furthermore, that the resolutions of the Board of Directors of both Amwest Surery Insurance Company and Far West Insurance Company set forth on this Power of Attorney, and that the relevant provisions of the By-Laws of each company, are now in full force and effect.

Bond No. 413001603__

Signed & scaled this 27th day of May

RESOLUTIONS OF THE BOARD OF DIRECTORS

This POA is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the Board of Directors of Amwest Surety Insurance Company at a meeting duly held on December 15, 1975 and Far West Insurance Company at a meeting duly held on July 28, 1983:

RESOLVED, that the President or any Vice President, in conjunction with the Secretary or any Assistant Secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the Company, to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and surctyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any POA previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and bind upon the Company:

when signed by the President or any Vice President and attested and scaled (if a seal be required) by any Secretary or Assistant Secretary; or (i)

(ii) when signed by the President or any Vice President or Secretary or Assistant Secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority (iii) evidenced by the power of attorney issued by the Company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any POA or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Amwest Surety Insurance Company and Far West Insurance Company have caused these present to be signed by its proper officers, and its corporate seals to be hereunto affixed this 25th day of September, 1998

State of California

County of Los Angeles

On September 25, 1998 before me, Peggy B. Lofton Notary Public, personally appeared John E. Savage and Karen G. Cohen, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me all that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,

executed the instrument.

5230 Las Virgenes Road Calabasas, CA 91302

TEL 818 871-2000

OIL CONSERVATION DIVISION 2040 South Pacheco Street Santa Fs, New Mexico \$7505 (505) 827-7131

July 14, 1999

CERTIFIED MAIL RETURN RECIEPT NO. P-326-936-551

BBC International, Inc. P.O. Box 805 Hobbs NM 88241 Attn: Craig Brunson DECEIVED
JUL 2 3 1999
OIL CON. DIV.
DIST. 3

RE: Contract for restoration and remediation of abandoned Surface Waste Management Facility (South West Water Disposal) pursuant to Information for Bid (IFB) No. 90-521-25-06310

Dear Mr. Craig Brunson:

It is my regret to inform you that BBC International, Inc. was not awarded the above-referenced contract. Although yours was an excellent bid, we awarded the contract to Young Environmental Services d/b/a Envirotech Inc. due to the type of erosion control design and soil mulching. The bid received from them was \$132,962. We thank you for your bid and hope we receive bids from you in the future.

If you have any questions, please feel free to call me at 505/827-7153.

Sincerely,

Martyne Kieling

Environmental Geologist

xc: Rand Carroll, OCD Legal Counsel

OIL CONSERVATION DIVISION 2040 South Pacheco Street Santa Fe, New Mexico 97505 (505) 827-7131

July 14, 1999

CERTIFIED MAIL RETURN RECIEPT NO. P-326-936-552

Cimarron Oilfield Services Co. P.O. Box 3235 Farmington, NM 87499 Attn: Eli Velasquez



RE: Contract for restoration and remediation of abandoned Surface Waste Management Facility (South West Water Disposal) pursuant to Information for Bid (IFB) No. 90-521-25-06310

Dear Mr. Eli Velasquez:

It is my regret to inform you that Cimarron Oilfield Services Co. was not awarded the above-referenced contract. The Bid was deemed non-responsive by State Purchasing --lacking a bid bond. We awarded the contract to Young Environmental Services d/b/a Envirotech Inc. due to the type of erosion control design and soil mulching. The bid we received from them was \$132,962. We thank you for your bid and hope we receive bids from you in the future.

If you have any questions, please feel free to call me at 505/827-7153.

Sincerely,

Martyne Kieling
Environmental Geologist

xc: Rand Carroll, OCD Legal Counsel

OIL CONSERVATION DIVISION 2040 South Pacheco Street Santa Fe, New Mexico 87505 (505) 827-7131

July 14, 1999

<u>CERTIFIED MAIL</u> RETURN RECIEPT NO. P-326-936-553

Environmental Protection Co. P.O. Box 1977 Farmington, NM 87499 Attn: James Hatcher



RE: Contract for restoration and remediation of abandoned Surface Waste Management Facility (South West Water Disposal) pursuant to Information for Bid (IFB) No. 90-521-25-06310

Dear Mr James Hatcher:

It is my regret to inform you that Environmental Protection Co. was not awarded the above-referenced contract. The Bid was deemed non-responsive by State Purchasing --lacking a bid bond. We awarded the contract to Young Environmental Services d/b/a Envirotech Inc. due to the type of erosion control design and soil mulching. The bid we received from them was \$132,962. We thank you for your bid and hope we receive bids from you in the future.

If you have any questions, please feel free to call me at 505/827-7153.

Sincerely,

Martyne Kieling

Environmental Geologist

xc: Rand Carroll, OCD Legal Counsel

OIL CONSERVATION DIVISION 2040 South Pacheco Street Santa Fe, New Mexico 87505 (506) 827-7131

July 14, 1999

CERTIFIED MAIL RETURN RECIEPT NO. P-326-936-554

On Site Technologies Ltd. 612 E. Murray Drive P.O. 2606 Farmington, NM 87401 Attn: Michael Lane



RE: Contract for restoration and remediation of abandoned Surface Waste Management Facility (South West Water Disposal) pursuant to Information for Bid (IFB) No. 90-521-25-06310

Dear Mr. Michael Lane:

It is my regret to inform you that On Site Technologies Ltd. was not awarded the above-referenced contract. The Bid was deemed non-responsive by State Purchasing --lacking a bid bond. We awarded the contract to Young Environmental Services d/b/a Envirotech Inc. due to the type of erosion control design and soil mulching. The bid we received from them was \$132,962. We thank you for your bid and hope we receive bids from you in the future.

If you have any questions, please feel free to call me at 505/827-7153.

Sincerely,

Martyne Kieling

Environmental Geologist

xc: Rand Carroll, OCD Legal Counsel

Oil CONSERVATION DIVISION 2040 South Pacheco Street Santa Fe, New Mexico 87505 (505) 827-7131

July 14, 1999

<u>CERTIFIED MAIL</u> <u>RETURN RECIEPT NO. P-326-936-555</u>

Organic Waste Technologies 4500 West Illinois Suite 209 Midland, TX 79703 Attn: Rod Bramwell DECEIVED N JUL 2 3 1999

01L CON. DIV. dist. 3

RE: Contract for restoration and remediation of abandoned Surface Waste Management Facility (South West Water Disposal) pursuant to Information for Bid (IFB) No. 90-521-25-06310

Dear Mr. Rod Bramwell:

It is my regret to inform you that Organic Waste Technologies was not awarded the above-referenced contract. Although yours was an excellent bid, we awarded the contract to Young Environmental Services d/b/a Envirotech Inc. due to the lower bid we received from them--\$132,962. We thank you for your bid and hope we receive bids from you in the future.

If you have any questions, please feel free to call me at 505/827-7153.

Sincerely,

Martyne Kieling

Environmental Geologist

xc: Rand Carroll, OCD Legal Counsel OCD Aztec

OIL CONSERVATION DIVISION 2040 South Pacheco Street Santa Fe, New Mexico 87505 (505) 827-7131

July 14, 1999

CERTIFIED MAIL
RETURN RECIEPT NO. P-326-936-556

Roland Trucking., d/b/a Key Energy Services. Inc. Permian Basin Division P.O. Box 2040 2625 W Marland Hobbs, NM 88240 Attn: Tracy Stockton DECEIVED

RE: Contract for restoration and remediation of abandoned Surface Waste Management Facility (South West Water Disposal) pursuant to Information for Bid (IFB) No. 90-521-25-06310

Dear Tracy Stockton:

It is my regret to inform you that Roland Trucking., d/b/a Key Energy Services. Inc. Permian Basin Division was not awarded the above-referenced contract. Although yours was an excellent bid, we awarded the contract to Young Environmental Services d/b/a Envirotech Inc. due to the lower bid we received from them--\$132,962. We thank you for your bid and hope we receive bids from you in the future.

If you have any questions, please feel free to call me at 505/827-7153.

Sincerely.

Martyne Kieling Environmental Geologist

xc: Rand Carroll, OCD Legal Counsel

OIL CONSERVATION DIVISION 2040 South Pacheco Street Santa Fe, New Mexico 87505 (505) 827-7131

July 14, 1999

<u>CERTIFIED MAIL</u> <u>RETURN RECIEPT NO. P-326-936-557</u> DECEIVED JUL 2 3 1999 OIL COM. DIV. DIST. 3

Tierra Environmental Co, Inc. P.O. Drawer 15250 Farmington, NM 87401 Attn: Philip Nobis

RE: Contract for restoration and remediation of abandoned Surface Waste Management Facility (South West Water Disposal) pursuant to Information for Bid (IFB) No. 90-521-25-06310

Dear Mr. Phillip Nobis:

It is my regret to inform you that Tierra Environmental Co, Inc. was not awarded the above-referenced contract. Although yours was an excellent bid, we awarded the contract to Young Environmental Services d/b/a Envirotech Inc. due to the lower bid we received from them--\$132,962. We thank you for your bid and hope we receive bids from you in the future.

If you have any questions, please feel free to call me at 505/827-7153.

Sincerely.

Environmental Geologist

xc: Rand Carroll, OCD Legal Counsel



Customer# 99005 Invoice# 4702 Invoice Date 10/15/99 Due Date 11/14/99

CD y Foust razo Road 87410 Job:900503
Southwest Water Disposal
Well/Well Site Plugging/
Remediation/Restoration
Contract #90-521-25-06310

ng

Remove and dispose fluids from tanks to an approved

OCD surface management facility

Disposal \$17,285.00 Labor \$ 1,584.00

Removal and dispose of tanks, vessels, equipment

hardware, and debris.

 Trucking
 \$3,600.00

 Debris Disposal
 \$ 840.00

 Tank Destruct
 \$1,200.00

Removal of demolition and disposal of buildings and foundation.

 Trucking
 \$1,800.00

 Debris Disposal
 \$ 420.00

 Trackhoe
 \$ 194.00

 Loader
 \$ 340.00

Excavation of previously covered skimmer pit,



removal of contaminated soil to Envirotech's NMOCD approved Soil Remediation Facility, Landfarm #2 Pity Excavation - $(50' \times 50' \times 7' = 648.14 \text{ cy} \times 1.25 = 810 \text{ cy})$ Mobe/Demobe 360.00 Trackhoe 1,940.00 Environmental Scientist - Field 555.00 Pit Closure Analysis USEPA 8015 (2) 160.00 USEPA 8021 (2) \$ 170.00 Soil Remediation 810 cy at Envirotech Landfarm #2 810 cy = 45 loads\$ 26,460.00 \$ 1,700.00 Loader Plug and abandon eight monitor wells Task 6: 3/8" Hole plug (14 bags) 143.22 Labor \$ 160.00 Subtotal: 58,911.22 Sales Tax: 3,387.40 \$ Net Due: 62,298.62

Thank you for your business!!!

	STATEMEN	OF COMPL	LANCE		
i Morris D young	·	President		do	hereby state
(Name of Supratory page)	ту)		(Title)		•
(1) That I pay or supervise the payment of th	e persons employed by Y	ung Environ ment	al Service	SInc. dba En	Viratec
on the South West Water D			ontractor or Subcetti	ractor)	day o
	And ending the uil weekly wages earned, that	day of Ser	tem ber	19 99	_ all person y.
to or on behalf of said Young Environm	ental Services Tra	dba Envirotect	Tecfrom the ful	I weekly wages earned by	any person
and that no deductions have been made either Anyone found in violation of the New Mexico debarment.	directly or indirectly from th				
acoustic transfer and the second seco					
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(2) That any payrolls otherwise under this collaborers or mechanics contained therein are no incorporated into the contract, that the classific (3) That any apprentices or trainees employed apprenticeship agency recognized by the Burestice training program approved for application and as required by law and applicable federal ref. (4) That:	or less than the applicable was cations set forth therein for e ed in the above period are du au of Apprenticeship and Tra on public works constructio	ge rates contained there ach laborer or mechanic ily registered in a bona fi aining, United States De	in are not less the conform with t ide apprenticesh partment of Lat	ian the applicable wage ra he work he performed, ip program registered with lor, or properly enrolled in	ites in the State n a bona
(a) WHERE FRINGE BENEFITS AI	RE PAID TO APPROVEI	PLAN, FUND. OR P	ROGRAM (N	ame of Plan. Fund, or P	,toātaw)
In addition to the basic hourly wage as listed in the contract have been o below. (Check applicable blank) (b) WHERE FRINGE BENEFITS AF Each laborer or mechanic listed in the applicable basic hourly wage rate below. (c) EXCEPTIONS:	r will be made to appropriate RE PAID IN CASH to above referenced payroll b	e programs for the benef nas been paid as indicate	bove references it of such empion d on the payroil	yees, except as noted in S	nge benefits Section 4(c) the sum of
ENCEPTION (Craft			EXPLAN	CATION	
2.102.1.0.1	<u></u>	<u> </u>			
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Section 13-4D-1 to Section 13-4D-8, NMSA 1 in New Mexico in which the emplopyer is a particle Labor & Industrial Division of the New Meamount as apprentice and training contributions	rticipant or to the public wor xico State Department of La	ks apprentice and training bor. Contributions shall	ig fund administ be made in the	tered by the Public Works same manner and in the s	Bureau of
REMARKS: (Check applicable blank) & Industrial Division Check paid					ı, Labor
	······			ım No	
ADDITIONAL REMARKS:					
6. NAME (Last, First, Middle Initial)	T. SIGNATURE &	Phone #	S. TITLE	DRESIDENT	
YOUNG, MORRIS D.	1 mani Duc	mg	DATE.	10/27/99	
The willful faisification of any of the above state Title 18 and Section 231 of Title 31 of the Unit	ements may subject the cont ed States Code.	ractor or subcontractor t	o civil or enmin	, ,	n 1001 at

•	STATEMEN	OF COMPLE	ANCE	
I Morris D Upung (Name of Suprasory purp	······································	President	(Tide)	do hereby state
(1) That I pay or supervise the payment of the on the South West Water D (Name of Project)	persons employed by Yo	(Cons	ractor or Subcontractor)	alba Envirated
September 19_ employed on said project have been paid the ful	And ending the dil weekly wages earned, tha	and day of Octo	ber will be made either dire	, 19 99 all persons
to or on behalf of said Young Environment (Contractor or Subcort and that no deductions have been made either danyone found in violation of the New Mexico I debarment.	ntractor) lirectly or indirectly from th	e full wages carned by an	y person, other than dec	ductions permitted by law.
(2) That any payrolls otherwise under this co- laborers or mechanics contained therein are not incorporated into the contract, that the classifies (3) That any apprentices or trainees employed apprenticeship agency recognized by the Bureat fide training program approved for application of	less than the applicable was tions set forth therein for est in the above period are du tof Apprenticeship and Tra	ge rates contained therein such laborer or mechanic co ly registered in a bona fide sining, United States Depa	are not less than the apporton with the work he apprenticeship programment of Labor, or pro	piloable wage rates e performed. In registered with the State perfy enrolled in a bona
and as required by law and applicable federal re (4) That: (a) WHERE FRINGE BENEFITS AR	guiation.			
In addition to the basic hourly wage as listed in the contract have been or below. (Check applicable blank) (b) WHERE FRINGE BENEFITS AR Each laborer or mechanic listed in the the applicable basic hourly wage rate below. (c) EXCEPTIONS:	will be made to appropriate E PAID IN CASH above referenced payroll h	programs for the benefit as been paid as indicated as	ove referenced payroll, job such employees, excellent the payroll, an amount	est as noted in Section 4(c) nt not less than the sum of
EKCEPTION (Craft)			EXPLANATION	
Section 13-4D-1 to Section 13-4D-8, NMSA 19 in New Mexico in which the emplopyer is a part the Labor & Industrial Division of the New Mex amount as apprentice and training contributions 5. REMARKS: (Check applicable blank) & Industrial Division Check paid to	icipant or to the public worlico State Department of La required pursuant to wage a Check paid to: NM Public	ks apprentice and training bor. Contributions shall be rate determinations made be to Works Apprenticeship &	fund administered by the made in the same man by the Director. Training Fund - Public	te Public Works Bureau of their and in the same
			Program No	
EXPANSE LANOITICGE			- 100,000 .40	
6. NAME (Last, First, Middle Initial)	T. SIGNATURE &		S. TITLE	
The willful faisification of any of the above state.	ments may subject the contr		DATE.	tion. See Section (001 of
Title 18 and Section 231 of Title 31 of the Unite	d States Code.		,	

	STATEMEN	T OF COMPLI	ANCE	
1 Morris D young		President		do hereby state
(Name of Supracory	perty)		(Title)	•
(1) That I pay or supervise the payment of	the persons employed by Yo	ung Environmente	1 Services Inc. o	lba Envirated
on the South West Water (Name of Project)		(Com	marar ar Subcemences	_
employed on said project have been paid the	9 99 And ending the full weekly wages earned, tha	qt day of Oct	a ber 19 will be made either directly	or indirectly.
to or on behalf of said Young Environm	mental Services Tre,	dba Envirotechi	refrom the full weekly was	es earned by any person
and that no deductions have been made eith Anyone found in violation of the New Mexi department.				
(2) That any payrolls otherwise under this laborers or mechanics contained therein are incorporated into the contract, that the classical (3) That any apprentices or trainees empioapprenticeship agency recognized by the Builde training program approved for application and as required by law and applicable federa (4) That:	not less than the applicable wantestions set forth therein for expeed in the above period are dureau of Apprenticeship and Train on public works construction i regulation.	ge rates contained therein ach laborer or mechanic c ly registered in a bona fid- tining, United States Depair in projects by the appropria	are not less than the applic onform with the work he p apprenticeship program of intment of Labor, or proper ite state (SAC) and/or feed	able wage rates enformed. egistered with the State by enrolled in a bona training agency (les) (BAT) if
(a) WHERE FRINGE BENEFITS.	ARE PAID TO APPROVED	PLAN, FUND. OR PR	OGRAM (Name of Plan.	Fund, or Program)
In addition to the basic hourly wa as listed in the contract have been below. (Check applicable blank) (b) WHERE FRINGE BENEFITS: Each laborer or mechanic listed in the applicable basic hourly wage ribelow. (c) EXCEPTIONS:	or will be made to appropriate ARE PAID IN CASH the above referenced payroll h	programs for the benefit as been paid as indicated	of such employees, exception the payroll, an amount of	ments of fringe benefits as noted in Section 4(c) tot less than the sum of
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Section 13-4D-1 to Section 13-4D-8, NMSA in New Mexico in which the emplopyer is a title Labor & Industrial Division of the New Mamount as apprentice and training contribution. 5. REMARKS: (Check applicable blank) & Industrial Division Check par	participant or to the public work Mexico State Department of La ons required pursuant to wage a Check paid to: NM Public	ks apprentice and training bor. Contributions shall brate determinations made to Works Apprenticeship &	fund administered by the P e-made in the same manne by the Director. & Training Fund - Public W	rablic Works Bureau of rand in the same
ADDITIONAL REMARKS:	·		Program No	
-wolffona kentakon				
6. NAME (Last, First, Middle Initial)	T. SIGNATURE &	Phone #	8. TITLE	
	mario Va	ina	DATE.	
The willful faisitication of any of the above st. Title 18 and Section 231 of Title 31 of the Ur.	atements may subject the conti	ractor or subcontractor to	zivil or emminal prosecution	ı. See Section 1001 of

	STATEMEN	T OF COMPL	LANCE	
1. Morris D upung		President		do hereby state
(Name of Supressy par	••	_	(Title)	
(1) That I pay or supervise the payment of the		· (Co	eracine or Subcertacor)	
on the South West Water D	sisposal the	at during the payroll per	iod commencing on the	10 AT day of
employed on said project have been paid the fu	And ending the	day of or no rebates have been o	ctober r will be made either dire	19 99 all persons only or indirectly.
to or on behalf of said Young Envivonm	ental Services Tre.	dba Envirotech	Trefrom the full weekly t	wages earned by any person
and that no deductions have been made either Anyone found in violation of the New Mexico debarment.	directly or indirectly from the			
(2) That any payrolls otherwise under this ed laborers or mechanics contained therein are no incorporated into the contract, that the classific (3) That any apprentices or trainees employe apprenticeship agency recognized by the Bureatide training program approved for application and as required by law and applicable federal re (4) That: (a) WHERE FRINGE BENEFITS AF	t less than the applicable way ations set forth therein for es ations set forth therein for es ations are duly of Apprenticeship and Traion public works construction equiation.	ge rates contained thereisch laborer or mechanic ly registered in a bona fi ining, United States De n projects by the appropr	n are not less than the ap- conform with the work it de apprenticeship program partment of Labor, or pro- tiate state (SAC) and/or it	pilicable wage rates he performed, in registered with the State herry enrolled in a bona hearral agency(les) (BAT) if
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REMARKS: (Check applicable blank) & Industrial Division.				e Works Bureau, Labor
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The willful faisification of any of the above state Title 18 and Section 231 of Title 31 of the Unite	ments may subject the contr	<u> </u>	eivil or enminal prosecu	tion. See Section 1001 of

GENERAL CONTRACTOR N Inc. Oba Env. roten Inc.	•		1					#60	٠.5	SUBCON		OR NAM	ΙĒ:					PHONE	#
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PAYROLL NO.	PAYROLL PAYMEN	NT DA	ATE I	WEEK		, 1	PROJ	ECT N	AME				PROJECT	LOCATIO	on San	Juan C	phure	WAGE DEC	JISION NO.
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GENERAL CONTRACTOR N	VAME: Young Env	iron	men	tal S	ervice	s PH	ONE	#632	-0415	SUBCON	TRACTO	OR NAM	1E:					PHONE	#
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Donald Kee	Group I				IOUI	RSW	loirk L	ED		PERIOD	RATE	BEHEFITS	THIS PROJ	PROJECTS	SECURITY	HOLDING	TAX	EIC	PARO
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AYROLL NO.	PAYROLL PAYMEN	T D	ATE	WEEK	END	NG I	PROJ	ECT N	AME				PROJECT	LOCATIO	ON SOLF	Juanc	orante	WAGE DEC	ISION NO
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GENERAL CONTRACTOR The door Environment of ADDRESS: 579645 He	NAME: Young End	10th	(M2m)	6 58	eruk	es PH	ONE ⊅3∂-	#50	5	SUBCON	TRACTO	OR NAM	1E:					PHONE	#
ADDRESS: 575645Hw	yur Farmin	HOV	1	NV !	5740	<u>ال</u>				ADDRES	S:	<u> </u>							
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WEEKLY PAYROLL

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Clean fill 60 loads x \$65.00 =

- \$319.00

Norms Analysis

Southwest Water Disposal Extra's to Contract (10-14-99 meeting w/ Denny Foust)

	0 / hr to excavate material behind northerly tanks. tyne (September 29, 1999)	\$97.00
	0 / hr to finish excavating behind northerly tanks any (September 27, 1999)	\$97.00
•	file RCRA RCI - 2 x \$45.00 = \$90.00 rironmental Scientist = \$27.75	\$90.00 \$27.75
Hazardous materials - di	sposal	
1 overpack - Flam	liq +/- 30 gallon in 85 gallon overpack -	\$187.50
1 over pack - Acid	(pH 0.12) Poly drum in 85 gallon overpack -	\$437.50
Hz Transportation		\$200.00
(Stand alor	ne transport \$625.00)	·
Excavator - excavate skir	nmer pit 9.5 hrs x \$97.00 (9-30; 10-1; 10-4)	
9-30-99		\$194.00
10-01 -9 9	8:00 -12:00 & 12:30 -14:30 (6 x \$97.00)	\$582.00
10-04-99	8:30 - 12:00 (3.5 x \$97.00)	\$339.50
Loader - Load extra Mate	orial 35 hrs x \$85.00	
10-01 -99	8:30 - 16:30 (8 x \$85.00)	\$680.00
10 - 04-99	8:30 - 13:00 (4.5 x \$85.00)	\$382.50
Trucking - 60 loads x 2.2	hrs x \$60.00 =	\$7,920.00
Soil acceptance fees 119	8 cy x \$16.00 =	\$19,168.00

Total \$34,621.75

\$3900.00

\$319.00

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		OF COMPLIANCE	
1 Morris D. Upung	P	resident	do hereby st
(1) That I pay or supervise the payment of the peon the South West Water Dis	•	(Contractor or Subc	erencer)
(Name of Project) 19 9 employed on said project have been paid the full w to or on behalf of said Young Environmen (Contractor or Subcontra	tal Services Tre, obe	- Envirate chirefrom the	full weekly wages earned by any per
and that no deductions have been made either dire Anyone found in violation of the New Mexico Pub debarment.			
(2) That any payrolls otherwise under this contra aborers or mechanics contained therein are not less incorporated into the contract, that the classification (3) That any apprentices or trainees employed in apprenticeship agency recognized by the Bureau of ide training program approved for application on p and as required by law and applicable federal regula (4) That: (a) WHERE FRINGE BENEFITS ARE P	s than the applicable wage rate his set forth therein for each lab the above period are duly regin Apprenticeship and Training, ublic works construction projection.	s contained therein are not less over or mechanic conform with stered in a bona fide apprentices. United States Department of Lots by the appropriate state (SA)	than the applicable wage rates the work he performed, ship program registered with the Statebor, or properly enrolled in a bona (C) and/or federal agency(les) (BAT)
	s paid to each laborer or mecha	nic listed in the above reference	
below. (Cheek applicable blank) (b) WHERE FRINGE BENEFITS ARE P. Each laborer or mechanic listed in the about the applicable basic hourly wage rate plus below.	be made to appropriate progra AID IN CASH ove referenced payroll has been	ms for the benefit of such emp	ioyees, except as noted in Section 4(
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The willful faisification of any of the above statements may subject the contractor or subcontractor to civil or entities prosedution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

GENERAL CONTRACTOR I SEXVICES INC. Oba ENVI ADDRESS: 5796 USH	NAME: YoungE	nui	(OV	me	Na	PH	ONE	#50 6 15	5-	SUBCON	TRACTO	NAN RC	IE:		· · · · · · · · · · · · · · · · · · ·			PHONE	#
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STATEME	ENT OF COMPLE	ANCE	
1 Morris D. Lipung (Name of Supracory Destry)	President	(Title)	do hereby sta
(1) That I pay or supervise the payment of the persons employed by	Young Environmenta	1 Services Inc.	dba Envirate
on the South West Water Disposal ; (Name of Project)	that during the payroll period	actor or Subcontactor) commencing on the	24th day
employed on said project have been paid the full weekly wages earned,	e 30th day of Och	ober	19 <u>99</u> , all perso
to or on behalf of said Young Environmental Services To			
and that no deductions have been made either directly or indirectly from Anyone found in violation of the New Mexico Public Works Minimum debarment.			
(2) That any payrolls otherwise under this contract required to be subrelaborers or mechanics contained therein are not less than the applicable vincorporated into the contract, that the classifications set forth therein for (3) That any apprentices or trainees employed in the above period are apprenticeship agency recognized by the Bureau of Apprenticeship and I lide training program approved for application on public works constructed as required by law and applicable federal regulation. (4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVE	wage rates contained therein a reach laborer or mechanic con duly registered in a bona fide fraining. United States Departion projects by the appropriate	re not less than the appli aform with the work he apprenticeship program i ment of Labor, or prope a state (SAC) and/or fee	eable wage rates performed. registered with the State riversolled in a bona eral agency(les) (BAT)
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e willful faisification of any of the above statements may subject the con le 18 and Section 231 of Title 31 of the United States Code.	tractor or subcontractor to civ	l or enminal prosecution	. See Section 1001 of

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NOTE: Any apprentices, preapprentices, 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, United States Department of Labor. Certification showing registration status of apprentices, preapprentices, or trainees must accompany the first full payroll on which each apprentice, preapprentice, or trainee appears.

STAT	EMENT OF COMPLIAN	NCE
1. Donavon Allred (Name of Sugnavory party)	<u>Owner</u>	do hereby state
(1) That I pay or supervise the payment of the persons employed	by Allred Grading	4
on the Southwest Water Disposal (Name of Project)	that during the payroll period con	nmencing on the 15 day o
MOVENTOUT 19 99 And end employed on said project have been paid the full weekly wages en		
to or on behalf of said Alred Ewading (Contractor or Subcontractor) and that no deductions have been made either directly or indirectly Anyone found in violation of the New Mexico Public Works Mini debarment.	from the full wages earned by any per-	son, other than deductions permitted by law.
(2) That any payrolls otherwise under this contract required to be laborers or mechanics contained therein are not less than the applic incorporated into the contract, that the classifications set forth there (3) That any apprentices or trainees employed in the above periodeprenticeship agency recognized by the Bureau of Apprenticeship fide training program approved for application on public works contained as required by law and applicable federal regulation. (4) That: (a) WHERE FRINGE BENEFITS ARE PAID TO APPE	table wage rates contained therein are no cin for each laborer or mechanic conform d are duly registered in a bona fide appreand Training, United States Department struction projects by the appropriate states.	of less than the applicable wage rates in with the work he performed, enticeship program registered with the State too Lacor, or properly enrolled in a bonale (SAC) and/or federal agency(les) (BAT) if
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REMARKS: (Check applicable blank) Check paid to: NM & Industrial Division Check paid to: Name of Approved		
ODITIONAL REMARKS:		Program No
NAME (Last, First, Middle Initial) 7. SIGNATURE	& Phone #505549 S. TIT	IE Owner
Ured Donavon Warn 00	May DATE	1/27/00

The willful faisitication of any of the above statements may subject the contractor or subcontractor to civil or emina; prosecution. See Section 1001 of Title 18 and Section 221 of Title 21 of the 21 of the Code.

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STA	
Donavon Allred	do hereby st
(Name of Signatory party)	(Tide)
(1) That I pay or supervise the payment of the persons emplo-	ved by Allvid Grading and Transportation
on the Southwest water Dismons	(Contractor or Subcontractor)
(Name of Project)	that during the payroll period commencing on theda
November 1999 Ande	ending the <u>88th</u> day of <u>November</u> 19 <u>99</u> all pers
	earned, that no rebates have been or will be made either directly or indirectly.
to or on behalf of said Allved Comading and	Transportation from the full weekly wages earned by any pers
(Contractor or Subcontractor)	thy from the full wages earned by any person, other than deductions permitted by lay
Anyone found in violation of the New Mexico Public Works Mi	inimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties as
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pprenticeship agency recognized by the Bureau of Apprenticesh de training program approved for application on public works cond as required by law and applicable federal regulation. (4) That:	riod are duly registered in a bona fide apprenticeship program registered with the Statistic and Training, United States Department of Labor, or property enrolled in a bona construction projects by the appropriate state (SAC) and/or (exerci agency(les)) (BAT)
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NOTE: Any apprentices, preapprentices, or trainees employed on this project must be duty registered in a bona fide apprenticeship program registered with the State Apprenticeship Council or recognized by the Bureau of Apprenticeship and Training, United States Department of Labor. Certification showing registration status of apprentices, preapprentices, or trainees must accompany the first full payroll on which each apprentice, preapprentice, or trainee appears.

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Donavan fillred		do harak
(Name of Suprau	оту рыту)	do hereby
(1) That I hav or supervise the navment	of the ocesons employed by DILLER	diagnod Transportation
		(Contractor or Subcortractor)
on the Southwest Wate	VD1506502. that during the	payroll period commencing on the
November	1999 And ending the 5th da	Tacan bar in 99 ii
employed on said project have been paid the	, 19 <u>1 </u>	y of December 19 GG all pears been or will be made either directly or indirectly.
to or on behalf of said fill red fivad		
(Contractor or St		from the full weekly wages earned by any pe
		carned by any person, other than deductions permitted by I II to 13-4-17 NMSA 1978] could be subject to penalties
debarment.	den i apile motes traumitatit mage ver [12]	Trio 13-17 Minor 17. of could be subject to pendines
(D) The second s		
		we period are correct and complete; that the wage rates for ned therein are not less than the applicable wage rates
		mechanic conform with the work he performed.
(3) That any apprentices or trainees emple	oved in the above period are duly registered in	a bona fide apprenticeship program registered with the Sti
		States Department of Labor, or properly enrolled in a bona le appropriate state (SAC) and/or (eseral agency(les) (BA)
ad as required by law and applicable redera		is appropriate same (see cand or results agency (s) ()
(4) That:	. DE D. D. W DDD OUTD DE . N. EUN	D 02 02 05 1 1 2
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NOTE: Any apprentices, preapprentices, 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, United States Department of Labor. Certification showing registration status of apprentices, preapprentices, or trainees must accompany the first full payroll on which each apprentice, preapprentice, or trainee appears.

Donavon Allred	do hereby
(Name of Signatory party)	(Tide)
(1) That I pay or supervise the payment of the pe	rsons employed by Allvad Evaning and Transportation (Consider or Subcerscor) (Consider or Subcerscor) (Consider or Subcerscor) (Consider or Subcerscor)
(Name of Project) December 19 (2)	And ending the 13 day of 1000 y 19 99 all pe
	ANTION TO TON from the full weekly wages earned by any pe
	tor) If you indirectly from the full wages earned by any person, other than deductions permitted by lace Works Minimum Wage Act [13-4-1] to 13-4-17 NMSA 1978] could be subject to penalties a
apprenticeship agency recognized by the Bureau of A tide training program approved for application on put and as required by law and applicable federal regulati (4) That:	
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NOTE: Any apprentices, proapprentices, or trainers employed on this project must be doly registered in a bona lide apprenticeship program registered with the State Apprenticeship Council or recognized by the Bureau of Apprenticeship and Training, United States Department of Labor. Continuation showing registration status of apprentices, preapprentices, or trainees must accompany the first hull payrell on which each apprentice, preapprentice, or trainee appears.

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STAT	EMENT OF COMPLIANCE	
REGGIE CHANDLER	OFFICE MANAGER	do hereby stat
(Name of grants Arris)	(रिध्ये)	·
(1) That I pay or supervise the payment of the persons employee	by ALLRED GRADING & EXCAVATION	
S.J. COUNTY SE/4 SW/4 32/30 N/9	(Corner or Subconner) that during the payroll period commencing on the	e 6TH day
DECEMBER 19 99 And end	ding the 12 day of DECEMBER	19 gg all perso
or on behalf of said ALLRED GRADING & EXCAV		y wages carried by any perso
(Contractor or Subcontractor) nd that no deductions have been made either directly or indirectly anyone found in violation of the New Mexico Public Works Minebarment.	v from the full wages carned by any person, other than	
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NAME (Last. First. Middle Initial) CHANDLER, REGGIE C. Jaque C	S. TITLE OFF Randle 327-731 DATE: 12/16	FICE MANAGER
ne willful faisification of any of the above statements may subject the 18 and Section 231 of Title 31 of the United States Code.		oution. See Seetion 1001 of

FAMIROTICH INC.

PRACTICAL SOLUTIONS FOR A BENTER TOMORROW

Customer# 99005 Invoice # 4901

Invoice Date: 02/04/00 Due Date: 03/05/00

EMNRD-OCD

Attn: Accounts Payable

2040 S. Pacheco

Santa Fe, NM 87503-0000



Job: 900503 Southwest Water Disposal Well/Well Site Plugging/ Remediation/Restoration Contract #90-521-25-06310

Contract Billing

Task 5:	Reroute all surface drainage to main channel
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of natural wash west of facility/away from the

facility.

Grade, design, control, staking \$5,647.50
Dozer, scraper, and motor grader \$12,311.00
Trackhoe (construct storm channel) \$9,700.00
Gabion weirs for storm water channel \$9,600.00
Task 5 Sub-Total \$37,258.50

Task 7: Fill and regrade skimmer pit area, surface depressions, and

erosional features at the facility.

Dirt work (dozer, scraper and motor grader) \$12,311.00
Trackhoe – excavator \$4,850.00
Task 7 Sub-Total \$17,161.00

Task 8: Re-contour, terrace, prepare soil and seed with native

vegetation to prevent all future erosion or degradation of the facility including the barrow pit and access road at

the north end of the facility.

 Seed (2# per acre, 12 acres)
 \$260.00

 Straw (30 ton)
 \$1,150.00

 Straw transportation
 \$1,170.00

Straw mulcher	\$5,400.00
Labor	\$900.00
Farm tractor – disk site, cut straw into soil.	\$2,250.00
Task 8 Sub-Total	\$10,870.00

Subtotal: \$ 65,289.50 Sales Tax: \$ 3,754.14 Net Due: \$ 69,043.64

Thank you for your business!

Please send copy of invoice with payment. Delinquent accounts will be charged 1.5%

Customer# 99005 Invoice # 4902

Invoice Date: 02/04/00 Due Date: 03/05/00

EMNRD-OCD

Attn: Accounts Payable 2040 S. Pacheco

Santa Fe, NM 87503-0000

Job: 900503

Southwest Water Disposal Well/Well Site Plugging/ Remediation/Restoration Contract #90-521-25-06310

Extras to Contract Billing

Excavator	1 hr @ \$97.00 / hr to excavate material behind Northerly tanks. (September 29, 1999)	\$97.00
Excavator	1 hr @ \$97.00 / hr to finish excavation behind Northerly tanks. (September 27, 1999)	\$97.00
Hazardous m	naterials profile RCRA RCI 2 x \$45.00 ½ hr x \$55.50 Environmental Scientist	\$90.00 \$27.75
Hazardous m	aterials disposal 1 overpack Flam liq +/- 30 gallon in 85 gallon overpack	\$ 187.50
	1 overpack Acid (<ph 0.01)="" 85="" drum="" gallon="" in="" overpack<="" poly="" td=""><td>\$437.50</td></ph>	\$437.50
	Hz Transportation (stand alone transport \$600.00)	\$200.00
Excavator	excavate skimmer pit 9.5 hrs x \$97.00	
	9-30-99 2 hrs	\$194.00
	10-01-99 6 hrs	\$582.00
	10-04-99 3.5 hrs	\$339.50

Loader	load extra material 35 hrs x 85.00 10-01-99 8 hrs 10-04-99 4.5 hrs	\$680.00 \$382.50
Trucking	60 loads x 2.2 hrs x \$60.00	\$7,920.00
Soil acceptane	ce fees 1198 cy x \$16.00	\$19,168.00
Clean fill	60 loads x \$65.00	\$3,900.00
Norms Analy	sis	\$319.00
Excavate tren	ch in wash; place material on west side of wash to Prevent access to site.	\$960.00

Subtotal: \$ 35,581.75 Sales Tax: \$ 2,045.95 Net Due: \$ 37,627.70

Thank you for your business!

Please send copy of invoice with payment. Delinquent accounts will be charged 1.5%

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

IMPORTANT
PLEASE INDICATE BYD NUMBER
AND OPENING DATE ON THE LEAR
BOTTOM COCKEE OF YOUR
EXTENSELOFE

	VENDOR	* I N V I T A T I O N T O B I D *	

	Charlie's Well Service 1000 Rio Brazos Road	WELL PLUGGING - SAN JUAN COUNTY	-
	Aztec, NM 87410	CONTRACT	
	TELEPHONE NO IF YOUR ORDERING OR PAYMENT ADDRESS IS DIFFERENT FROM ABOVE, PLEASE SUBMIT AN ATTACHMENT WITH YOUR ADDRESSES.	BID NUMBER: 90-521-25-06310 COMMODITY CODE(S): 05478	
	COMPANY:	BUYER: KATHY SANCHEZ (505) 827-0487	
	N.M. 5% RESIDENT PREFERENCE CERTIFICATION NUMBER	SEALED BID OPENING: FORMAL STATE PURCHASING AGENT'S OFFICE DATE: 05/27/99 TIME: 02:00 PM	
	NOTE: TO BE VALID BID MUST BE SIGNED	******** *********	
	SIGNATURE: TYPE/PRINT NAME:		
. \$	PAYMENT TERMS. DISCOUNTS WILL NOT BE CONSIDERED IN COMPUTING THE LOW BID. SEE TERMS AND CONDITIONS.	ENERGY, MINERALS AND NATURAL RESOURCES DEPT 2040 S PACHECO	9 [
	FOB POINT: JOBSITE REQUESTED DELIVERY: WITHIN 2 WEEKS ARO	APR 2 7 19	999
	VENDOR'S DELIVERY: DELIVERY MAY BE CONSIDERED IN THE AWARD.	INVOICE: OIL COM. [الا
	THIS BID IS SUBJECT TO THE TERMS AND OF THIS PAGE AND ADDITIONAL BIDDING I		
	PLEASE NOTE: DO NOT RETURN INVITATION BID MUST BE RECEIVED IN THE STATE PUR BID OPENING DATE AND LOCAL TIME AS IN	CHASING DIVISION OFFICE BY THE	
	HAND DELIVERIES WILL ALSO BE ACCEPTED 1100 ST. FRANCIS DR. SANTA FE, NEW ME		
no Bartin est	THIS MAILING CONTAINS 20 SHEETS, PL SPECIFICATIONS, INSTRUCTIONS, AND BID LESS, PLEASE ADVISE THIS OFFICE IMMED	FORMS. IF YOUR INVITATION CONTAINS	
	IF APPLICABLE - BIDDER ACKNOWLEDGES R	ECEIPT OF THE FOLLOWING AMENDMENT(S)	. •

AMENDMENT NO: DATED: AMENDMENT NO: DATED:

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

- General: When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
- Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order. ۲,

3. Assignment:

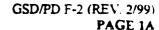
- nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing ng agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order. A. Neither the order, nor any interest the by the state purchasing agent's office.
- Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
- State Furnished Property: State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

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- Discounts: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later. ιci
- Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection. ø
- Inspection of Plant: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract. ۲.
- Commercial Warranty. The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability. œ
- 9. Taxes: The unit price shall exclude all State taxes.

10. Packing, Shipping and Invoicing:

- The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket. æ
- The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended to reach and every complete shipment. œ
- C. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
- part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order anses out of causes beyond the control and without the fault or negligence of the Vendor, such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order. Default: The State reserves the right to cancel all or any Ξ
- Non-collusion: In signing this bid, the Vendor certifies helshe has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent. 12
- Non-discrimination: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act, (Rev., 1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336). ლ
- The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Maxico criminal statutes impose felony penalties for bribes, gratuities and kickbacks. ₹.
- 15. All bid items are to be NEW and of most current production, unless otherwise specified.
- Payment for purchases: Except as otherwise agreed to: Late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978. <u>6</u>
- Workers' Compensation: The Contractor agrees to comply with state laws and rules pertaining to workers' compensation banefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this { Agreement} may be terminated by the contracting egency. 7
- Failure to complete all information on the bid envelope might necessitate the premeture opening of the bid in order to identify the bid file. The bid number should be identified on the ATTENTION: Failure to co outside of the bid envelope. ĕ





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STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

RESIDENT MANUFACTURER PREFERENCE - To expedite the determination of eligibility for the 5%

\$ F

IMPORTANT BIDDING INFORMATION

WITH BID TO AVOID DELAY IN AWARD.

Resident Manufacturer Preference, Vendor must complete the following it applicable
(WE) CERTIFY THAT THE FOLLOWING ITEMS NUMBERED
AS INDICATED IN THIS BID WERE (ARE) GROWN, PRODUCED, PROCESSED. OR MANUFACTURED WHOLLY IN THE STATE OF NEW MEXICO.
SIGNATURE OF BIDDER:
(Vendor Must Sign)
RESIDENT PREFERENCE – PURSUANT TO SECTIONS 13-1-1 & 13-4-2 NMSA 1978, BIDDERS CLAIMING 5% PREFERENCE MUST BE CERTIFIED PRIOR TO BID OPENING.
All Bidders must notify the State Purchasing Agent if any employee(s) of the requesting agency or the Office of the State Purchasing Agent have a financial interest in the bidder:
☐ NO FINANCIAL INTEREST ☐ YES FINANCIAL INTEREST
IF YES, SPECIFY, BY NAME:
TABULATION REQUESTED (Tabulation will be mailed upon request – INSERT CHECK MARK IF YOU WISH TO RECEIVE TABULATION) TELEPHONE RESULTS OF BIDS WILL NOT BE GIVEN.
FAILURE OF BIDDERS TO COMPLETE BIDDING DOCUMENTS IN ACCORDANCE WITH ALL INSTRUCTIONS PROVIDED IS CAUSE FOR THIS OFFICE TO REJECT BIDS.
Brand names and mumbers are for reference only, equivalents will be considered. If bidding "Equivalent," BIDDERS MUST BE PREPARED TO FURNISH "COMPLETE DATA" UPON REQUEST, PREFERABLY

Specifications on the bid are not meant to exclude any bidder or manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized "only" if required to match existing equipment.

If any bidder is of the opinion that the specifications as written preclude him from submitting a proposal on this bid. it is requested that his opinion be made known to the State Purchasing Agent. in writing. AT LEAST SEVEN (7) DAYS PRIOR to the bid opening date.

Bidders must, upon request of the State Purchasing Agent's Office, provided information and date to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The State Purchasing Agent reserves the right to require a bidder to furnish a Performance Bond PRIOR TO AWARD, where the bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the bidder.

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT

Unless otherwise indicated in the bid specifications samples of the items, when required, shall be furnished free of expense to the State of New Mexico prior to the time set for the opening of the bids. Samples not destroyed or mutilated in testing, will be returned upon request by mail, express or freight. COLLECT. Each sample must be labeled to clearly show the bid number, item number and the bidder's name, regardless of any attempt by a bidder to condition the bid. Unsolicited bid samples or descriptive literature which are submitted at the bidder's risk, will not be examined or tested, and will not vary from any of the provisions of the Invitation to Bid.

AWARDS

DETERMINATION OF LOWEST BIDDER – Following determination of product acceptability if any is required, bids will be evaluated to determine which bidders offers the lowest cost to the state in accordance with the specifications, terms & conditions set forth in the invitation to Bid/Request for Quotation.

The State Purchasing Agent reserves the right to award this Invitation to Bid/Request for Quotation in total: by groups of items; on the basis of individual items; or any combination of these; or as otherwise specified in bid terms; which ever, in his/her judgment, best serves the interest of the State of New Mexico.

Alternate bids will be considered only if the bidder is successful on the base bid. Offers with two base bids will be disqualified. Base bid must be identified as prime bid.

The N.M. State Purchasing Director or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the bidder whose bid is deemed to be in the best interest of the State of New Mexico.

SPECIAL NOTICE - To preclude possible errors and/or misinterpretations, bid prices must be affixed legibly in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact, after bids have been opened, may be permitted to withdraw the bid upon written request prior to award at the discretion of the State Purchasing Agent.

F.O.B. DESTINATION - Means goods are to be delivered to the destination designated by the user, which is the point at which the user accepts ownership or title to the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. DESTINATION may cause a bid to be declared non-responsive.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact Paula Salazar (827-0474) of this office at least 5 working days prior to the scheduled bid opening.

STATE OF STATE

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

Page 2

CONTRACT

ARTICLE 1 - STATEMENT OF WORK

Contract to provide requirements as indicated in specifications

ARTICLE II - TERM

The term of this Contract will be as indicated in specifications

ARTICLE III - TERMINATION

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

ARTICLE IV - AMENDMENT

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

ARTICLE V - PRICE SCHEDULE

Price(s) as listed are firm.

ARTICLE VI - INDEMNITY CLAUSE

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

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

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

ARTICLE VII - CONTRACTOR AGREEMENT

Contractor agrees to:

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

	•
CONTRACTOR LICENSE NUMBER (IF APPLICABLE)	CLASSIFICATION:

STATE OF NEW MEXICO

GENERAL SERVICES DEPARTMENT 90-521-25-06310

PURCHASING DIVISION

PAGE 3

ITEM *APPROX* UNIT * ARTICLE

AND DESCRIPTION * QTY * *

PRICE

0001

INVITATION FOR BIDS (IFB) FOR THE PLUGG-ING/REMEDIATION/RESTORATION OF A COMMERCIAL SURFACE-WATER DISPOSAL FACILITY:

SOUTHWEST WATER DISPOSAL - SE/4 SW/4 32-30N-9W, SAN JUAN, COUNTY.

1 TOTAL ITEM(S) ****

100 HILL

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 commercial surface waste disposal facility (the "Facility"):

OPERATOR	LOCATION	COUNTY
Southwest Water Disposal	SE/4 SW/4 32-30N-9W	San Juan

Responsible bidders are invited to submit turnkey bids to plug/remediate/restore the Facility site in accordance with plugging/remediation/restoration procedures established by the Division. Sealed bids must be submitted to the Purchasing Division on or before 2:00 p.m., May 27, 1999.

The Invitation for Bids, including information about the current condition of the Facility site 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.

The Division's contact person for this IFB is:

Contact Person:

Martyne Kieling

Santa Fe Office:

NM Oil Conservation Division

Address:

2040 S. Pacheco

City and State:

Santa Fe, NM 87505

(505) 827-7153

Phone:

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 and associated production facilities that have not been properly plugged/remediated/restored by the operator.

EMNRD-OCD is, by this Invitation for Bids (IFB), soliciting bids from responsible, qualified bidders to perform plugging/remediation/restoration operations in accordance with the plugging/remediation/ restoration procedure(s) included in the IFB. 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 2:00 p.m., May 27,1999. 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., May 27,1999 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 one hundred eighty (180) 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

Bid Identification Number:

Bid Opening Date and Time: May 27, 1999

Bids are sought for plugging/remediating/restoring the following commercial surface waste disposal Facility pursuant to the attached procedures:

OPERATOR	LOCATION	COUNTY
Southwest Water Disposal	SE/4 SW/4 32-30N-9W	San Juan

§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 site as per the plugging/remediation/ restoration procedures that follow. The turnkey bid shall include any well site preparation, access to and egress from the 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:

Martyne Kieling
New Mexico Oil Conservation Division
2040 S. Pacheco
Santa Fe, NM 87505
(505) 827-7153

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 <u>CERTIFICATE OF INSURANCE</u> naming the *State of New Mexico*, *Oil Conservation Division* as "<u>Additional Insured</u>", "<u>Co-insured</u>", or "<u>Certificate Holder</u>" 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 be 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.

BID SECURITY IN THE FORM OF A SURETY BOND EXECUTED BY A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW MEXICO IN THE AMOUNT OF FIVE (5) % OF THE TOTAL BID, OR THE EQUIVALENT IN CASH BY MEANS OF A CASHIER'S CHECK OR IN A FORM SATISFACTORY TO THE OWNER, MUST ACCOMPANY EACH BID.

SITE INFORMATION AND PLUGGING/REMEDIATION/RESTORATION PROCEDURES

ARTICLE I - STATEMENT OF WORK

- A. EMNRD is requesting proposals to provide professional services to design and implement the final closure of a commercial surface waste management facility (Facility) located in SE/4 SW/4 of Section 32, Township 30 North, Range 9 West, San Juan County, New Mexico. The final closure will include, as applicable:
 - 1. Removal and disposal of fluids in tanks to an OCD-approved surface waste management facility;
 - 2. Removal and disposal of all tanks, vessels, equipment, hardware, and debris;
 - 3. Removal of demolition and disposal of buildings and foundation;
 - 4. Excavation of the previously covered skimmer pit that is approximately fifty feet by fifty feet by seven feet deep (50' x 50'x7') and removal of contaminated soils to an OCD-approved surface waste management facility;
 - 5. Reroute all surface drainage away from the Facility, which may include the use of rip rap, erosion control mats, or other appropriate erosion control methods;
 - 6. Plug and abandon eight (8), four (4) inch schedule 40 PVC monitoring wells. Depth of wells as follows: Well No. 1 is 36.5 feet; Well No. 5 is 75 feet; Well No. 8 is 53 feet; Well No. 9 is 35 feet; Well No. 10 is 58 feet; Well No. 11 is 35 feet; Well No. 12 is 55 feet; and Well No. 13 is 82 feet.
 - 7. Fill and regrade skimmer pit area, surface depressions and erosional features at the Facility, and
 - 8. Recontour, terrace, prepare the soil and seed with native vegetation to prevent all future erosion or degradation of the Facility, which shall include the borrow pit and access road north of the Facility.
 - 9. Additional seeding and modification or repair of surface drainage and erosion control devices to be determined after follow-up inspection nine (9) months after facility is initially seeded.
- B. The proposal should be designed in the general format shown in A.1 through 9 above. The successful offeror must have all licenses and certifications required to design and implement the closure.

ARTICLE II - BACKGROUND

- A. The Oil and Gas Act, Chapter 70, Article 2, NMSA 1978, authorizes the Oil Conservation Division (OCD) to regulate the disposition of non-domestic wastes resulting from the exploration, development, production or storage of crude oil or natural gas to protect public health and the environment.
- B. OCD permits and regulates commercial waste disposal facilities that collect, dispose, evaporate or store produced water, drilling fluids, drill cuttings, completion fluids and/or other approved oil

- field-related waste in surface pits, ponds, or below grade tanks. Such facilities are required to be closed at the cessation of disposal operations to protect public health and the environment.
- C. The Facility was initially remediated to eliminate the immediate threat to public health and the environment. During this remediation effort the 396 foot by 387 foot evaporation pond was treated to prevent the formation of hydrogen sulfide (H₂S), the water was evaporated and/or hauled to an OCD authorized disposal facility, equipment was removed from the pond and the pond was filled in.

ARTICLE III. - FACILITY SITE INFORMATION

- A. OCD has certain information and documentation that may be helpful to offerors in preparing their proposals, including the following:
 - 1. A plat and topographic map showing the location of the Facility in relation to governmental surveys (1/41/4 section, township and range), highways or roads giving access to the Facility site, and watercourses, and dwellings within one mile of the site;
 - 2. A description of the Facility with photographs of fences, ponds, buildings, tanks, vessels, equipment, hardware, and debris. Detailed as-built engineering construction/installation diagrams of pond, pit, liners, leak detection monitor wells, and tanks at the Facility;
 - 3. Laboratory analysis; and
 - 4. Previous contractor work including treatment and removal of water and filling in of the evaporation pond.

For site tour, contact Martyne Kieling at (505) 827-7153 by 5:00 p.m., April 16, 1999 B.

10:30 Am
11th C Site

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.

. 4

- 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 <u>State of New Mexico Taxation and Revenue identification number</u>, signed and dated plus a <u>federal nine digit Taxpayer Identification Number (Employer Identification)</u>.
- 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 then 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

\$50.00 3.30.00

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/REMEDIATION/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 commercial surface waste disposal facility (the "Facility"):

OPERATOR	LOCATION	COUNTY
Southwest Water Disposal	SE/4 SW/4 32-30N-92	San Juan

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 referen-	ce 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 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 _______Dollars (\$______), 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 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 and/or well site plugging/remediation/restoration services for EMNRD-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: Martyne Kieling

Contracting Division: NM Oil Conservation Division 2040 S. Pacheco Santa Fe, NM 87505 (505) 827-7153

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 then 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-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:	FOR:
STATE OF NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT - OIL CONSERVATION DIVISION	(Contractor) Federal ID #
By:	By: Title
Date:	Date:
For:	
STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION	
By: State Contracts Officer	• .
Potes	1

BID FORM (Page 1)

NEW MEXICO OIL CONSERVATION DIVISION SUPPLEMENTAL BID RATE SHEET

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

ΤΔ	RIDRATES	Bid Identification Number:
	Bidder: _	

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

DESCRIPTION OF SERVICE	RATE PER	UNIT
d to perform all work set out in mediation/Restoration Procedures	\$	hour
in	\$	ใบ
clude are blendin and are trans ortation costs	\$	sack
ditional monitor wells	\$	run
ve-out chai es	\$	hour
- Ca aca barrels	\$	hour
Seeder - Minimum hours if a licable	\$	hour
inimum hours if a licable:	\$	hour
imum hours if a licable:	\$	hour
Minimum hours if applicable	\$	hour
inimum hours if applicable	\$	hour
ader - Mininum hours if applicable	\$	hour
al Technician	\$	hour
ТРН	\$	per analysis
BTEX	\$	per analysis
Soil Offsite Remediation/Disposal	\$	per cubic yard
	\$	hour
ix	\$	per cubic yard

BID FORM (Page 2)

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

Bid Number:	 <u></u>		
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.

ТҮРЕ	MANUFACTURER	MODEL	CAPACITY	COND
·				
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			<u>'</u>	

BID FORM

NEW MEXICO OIL CONSERVATION DIVISION

Plugging/Remediating/Restoring 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:	

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 Zip	
Telephone		<u> </u>
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	BIL
•		

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	TAXATIO	N AND
REVENUE	DEPA	RTMENT	•	

I.D. NO.:	 	 .
Ву:		
Date:		

LABOR & INDUSTRIAL DIVISION - PUBLIC WORKS BUREAU, SANTA FE, NEW MEDICO

DEPARTMENT, ENERGY, MI AGENCY OR BUREAU: NATUR	NERALS & AL RES. DEPT.	County SJ	DECISION 7/30/99	DECISIONSJ 99-1104 NUMBER A/H
TYPE OF CONSTRUCTION: - "A" STREET, HIGHWAY, UTILITY AND	LIGHT ENGINEERING	LOCATION (CIT	_{Y/OTHER):} SK/4 SW/4 32-301 SAN JUAN	DATE OF DECISION: 4/1/99
DESCRIPTION OF WORK	EXCAVATION AND REGRADI SEED PREPAR TYPE "H" (F	OF SKIMMER ING SKIMMER RATION. HEAVY): CLO SPOSAL OF INCOLITION &	R PIT: REROUTING OF SURI RPIT AREA: AND RECONTOUT OSE COMMERCIAL SURFACE 1	RING/TERRACING/SOIL & WATER DISPOSAL FACILITY - 1/DISPOSAL OF TANKS, ETC.:

WAGE RATES FOR CARPENTERS, ETC. ARE ON THE SECOND PAGE. OPERATORS, TRUCK DRIVERS AND LABORS AND THE PERTINENT INFORMATION ARE ON THE NEXT FEW PAGES. PLEASE GIVE ALL OF THE PAGES INCLUDING THE FIRST PAGE WITH THE WAGE RATE DECISON NUMBER, TO EACH OF THE PRIME CONTRACTOR(S) AND TO ALL OF THE SUBCONTRACTORS FOR THIS PROJECT. PLEASE POST WAGE RATES FOR CARPENTERS, OPERATORS, ETC. AT THE LOCATION OF THE JOB SITE ALONG WITH THE 11 X17 POSTER. IF ANYBODY HAS ANY FUTURE QUESTIONS PELASE CALL JOHN MINKS AT (505) 827-6837.

WAGE RATES EFFECTIVE DATE IS 03/04/99.

"A"-Street, Highway, Utility or Light Engineering March 4, 1999

		1,111	Fringe		Subsistance	Apprenticeship
Survey	Trade	Base Rate	Rate	Rate	Rate	Contribution
Code	Classification	per hour	per hour	per hour	'	Rate per hour
	Bricklayer, Blocklayer,	P 01 110 01	Por 110 d.	por mour	por mou.	, tale per toe.
93	Stonemason	13.74	0.26	-0-	-0-	n/a
52	Carpenter	9.19 `	0.44	-0-	-0-	n/a
53	Cement Mason	10.64	0.26	-0-	-0-	n/a
54	Ironworker	11.00	2.97	-0-	-0-	n/a
56	Painter (Brush/Roller or spray)	44.06	0.44	1		n∕a
- 30	Electricians	14.06	0.44	-0-	-0-	IVa
n/a	Groundman (Outside)	15.29	5.01	-0-	-0-	n/a
n/a	Equipment Operator (O/S)	18.11	5.12	-0-	-0-	n/a
	Lineman/Wireman or					
51	Tech (Outside)	18.70	5.15	-0-	-0-	n/a
n/a	Cable Splicer	19.88	5.20	-0-	-0-	n/a
94	Plumber / Pipefitter	20.49	4.64	-0-	-0-	n/a
ļ	Operators					
n/a	Group I	11.45	0.26	-0-	-0-	n/a
n/a	Group II	11.65	0.26	-0-	-0-	n/a
n/a	Group III	12.23	0.26	-0-	-0-	n/a
58	Group IV	12.25	0.26	-0-	\$0.00	n/a
n/a	Group V	12.25	0.26	-0-	-0-	n/a
n/a	Group VI	12.40	0.26	-0-	-0-	n/a
n/a	Group VII	12.45	0.26	-0-	-0-	n/a
n/a	Group VIII	12.60	0.26	-0-	-0-	n/a
n/a	Group IX	13.10	0.26	-0-	-0-	n/a
n/a	Group X	13.90	0.26	-0-	-0-	n/a
	Laborers	<u> </u>	<u> </u>			
n/a	Group I	8.49	0.35	-0-	-0-	n/a
59	Group II	8.80	0.35	-0-	\$0.00	n/a
n/a	Group III	9.19	0.35	-0-	-0-	n/a
	Truck Drivers	 				
n/a	Group I	9.46	0.26	-0-	-0-	n/a
60	Group II	9.66	0.26	-0-	-0-	n/a
n/a	Group III	9.86	0.26	-0-	-0-	n/a
n/a	Group IV	10.06	0.26	-0-	-0-	n/a

Note: Subsistance and Incentive do not apply on "A" rates as per Rules & Regulations.

PAGE 1-3/04/99 TYPE A DEC.

OPERATORS*** GROUP I - CONCR. PAVING CURING MACHINE..... GROUP II – BELT TYPE CONVEYORS (MATERIAL & CONCR.); BROOM (SELF PROP.); FOR LIFT; GREASE TRUCK OPR.; HEAD OILER; HYDRO LIFT TRACTOR (UNDER 50 DRAWBAR HP WITH OR WITHOUT ATTACH.); INDUS. LOC BRACKEMAN; FRONT END LOADER (2 CY OR LESS); FIREMAN; OILER; SCREEDMAN; ROLLER (PULL TYPE); MULCHING MACHINE; ROLLER (SELF-PROPELLED). GROUP III CONCR. PAVING FORM GRADER; CONCR. PAVING GAND VIBRATOR; CONCR. PAVING JOINT OR SAW MACH.; CONCR. PAVING SUBGRADER; TRACTOR W/BACKHOE ATTACH.; SUBGRADE OR BASE FINISHER; POWER PLANT (ELECT. GEN. OR WELDING MACH.).... **GROUP IV** BULLDOZER (INCL. SELF-PROPELLED ROLLER W/DOZEN ATTACHMENT); BATCH OR CONTINUOUS MIX PLANT (CONCR. SOIL CEMENT OR ASPH.); ROLLER (STEEL WHEEL); FRONT END LOADER (2 CY THRU 10 CY); SCRAPER OPER; MOTOR GRADER..... **GROUP V** ASHALT DISTR.; ASPHALT PAVING OR LAYDOWN MACH.; ASPHALT RETORT HEATER; MIXER, HEAVY DUTY, ASPHALT OR SOIL CEMENT, TRENCHING MACHINE, CALM TYPE SHAFTMUCKER: BACHHOE, CLAMSHELL, DRAGLINE, GRADALL, SHOVEL (UNDER 3/4 CY); ELEVATING GRADER OR BELT LOADER, CRANES (CRAWLER OR MOBILE) UNDER 20 TON; AIR COMPRESSOR (300 GEM & OVER); CRUSHING SCREENING & WASHING PLANTS; DRILLING. MACHINE (CABLE CORE OR ROTARY); MIXER, CONCR. (1 CY & LESS); PUMP (8" INTAKE OR OVER); WINCH TRUCK; HOIST (1 DRUM; INDUS. LOCO. MOTORMAN; LUMBER STACKER; TRACTOR (50 DRAWBAR HP OR OVER)..... **GROUP VI** CONCR. PAVER MIXER; HOIST (2 DRUM & OVER); SIDE BOOM; TRAVELING CRANE; PILEDRIVER; BACKHOE, CLAMSHELL, DRAGLINE, GRADALL, SHOVEL (3/4 CY TO 3 CY); CRANES (CRALWER OR MOBILE) 20 TON TO 40 TON; FRONT END LOADER (OVER 1 CY); MIXER, CONCR. (OVER. 1 CY); MACHANIC AND/OR WELDER...... GROUP VII CONCR. SLIP-FORM PAVING MACH.; CONCR. PAVING FINISHING MACH.; CONCR. PAVING LONGITUDINAL FLOAD GUNITE MACH.; REFRIG.; JUMBO FORM OR DRILLING.; STAGE; SLUSHER; CONCR. PAVING SPREADER; PUMPCRETE MACH.; GROUT PUMP OPERATOR..... **GROUP VIII** MINE HOIST; BULLDOZER (MULTIPLE UNITS); SCRAPER *MULTIPLE UNITS); MUCKING MACHANE; BACKHOE, CLAMSHELL, DRAGLINE, GRADALL, SHOVEL (OVER 3CY); CRANES (CRAWLER OR MOBILE) OVER 40 TONS.......

BELT LOADER (CMI TYPE) OPERATOR, PIPEMOBILE OPER. ASSISTANT; DERRICK, CABLEWAY.....

PIPEMOBLIE OPERATOR; MOLE OPERATOR.....

· ; J.

TRUCK DRIVERS AND LABORS ON NEXT PAGE.

GROUP IX

GROUP X

TRUCK DRIVERS***

PAGE 2-03/04/99 TYPE A DEC.

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GR	11	ш	Р	1

PICK-UP TRUCK 1/4 TON OR UNDER; WAREHOUSEMAN; DUM TRUCK, UNDER 8 CUBIC YARDS; FLAT BE, 1 1/4 TON O UNDER.

CROUP II

DUMP TRUCK, 8 TO 16 CUBIC YARDS; TANK TRUCK, UNDER 6,000 GALLONGS FLATBED, OVER 1 1/2 TON.....

GROUP III

SPREADER BOX (SELF-PROPELLED); DISTRIBUTOR (ASPHALT) TRANSITE MIX; LOWBOY, LIGHT EQUIPMENT, OFF-HIGHWAY HAULER; TANK TRUCK, OVER 6,000 GALLONS; DUMP TRUCH, OVER 16 CUBIC YARDS; TRAILER SEMI-TRAILER DUMP.

GROUP IV

DIESEL-POWERED TRANSPORT; LOWBOY, HEAVY EQUIPMENT.....

LABORERS***

GROUP I-UNSKILLED

BUILDING & COMMON LABORER; CARPENTER TRENDER; CHAINMAN; RODMAN; STAKEDRIVER; CONCR. BUGGY OPERATOR (HAND); CONCR. WORKERS; HAGMAN; SOIL SAMPLE TESTER.....

GROUP II - SEMI-SKILLED

WAGON, AIR TRACT, DRILL & DIAMOND DRILLERS' TENDER (OUTSIDE); AIR & POWER TOOL MAN (NOT A CARPENTER'S TOOL); ASPHALT. HEATERMAN; ASPHALT. JOINTMAN; ASPHALT BAKER; BATCHING PLANT SCALEMAN; TENDERERS (10 CEMENT MASON & PLASTERER); CHAIN SAWMAN; CONCR. POWER BUGGYMAN; CONCR. TOUCH-UP MAN; CONCR. SAWMAN – CORING MACHINE; CURBING MACH., ASPHALT OR CEMENT; CUTTING TORCHMAN; METAL FORM SETTER-ROAD; GRADE SETTER; HOD CARRIER; MOBLAR MIXELL & MASON TENTER; POWDERMAN OR BLASTER HELPER; SANDBLASTER; SCALER; VIBRATORMAN (BAND TYPE); VIBRATORY COMPACTOR (HAND TYPE); WINDOW WASHER; NURSERYMAN GARDERNER; WAGON, AIR TRACT, DRILL & DIAMOND DRILLER (OUTSIDE); ROADWAY HARDWARE WORKER.

GROUP III - MISCELLANEOUS

GUNITE PUMPCRETEMAN & NOZZLEMAN; MULTIPLATE SETTER; MANHOUSE BUILDER; PIPELAYER; POWERMA BLASTER MAKEUP; LANDSCAPERL TRAF, CONTROL TECH.; LABORATORY TECH.....

***FRINGE BENEFITS GROUPED FOR OPERATORS, TRUCK DRIVERS, AND LABORERS APPLY TO ALL CLASSIFICATIONS LISTED BENEATH EACH OF THESE CRAFT IS.

ALL LABORERS OR MECHANICE MAY WORK FROM BLUEPRINTS AND DO LAYOUT.

WELDER NECEIVES RATE PRESCRIBED FOR CRAFT PERFORMING OPERATION TO WHICH WELDING IS INCIDENTAL.

CAULKER – A TOOL OF THE TRADE EXCEPT WHEN SPECIFICALLY THE SPECIALTY OF A CONTRACTOR, SEMI-SKILLED LABORER.

THE SCHEDULE OF WAGE SHALL BE POSTED BY THE CONTRACTOR IN A PROMINENT AND EASILY ACCESSIBLE PLACE AT THE SITE OF THE WORK, JOB DESORIPTIONS FOR CLASSIFICATIONS LISTED ON THIS WAGE DECISION OR AVAILABLE AT THE LABOR & INDUSTRIAL DIVISION, PUBLIC WORKS BUREAU, SANTA FE NEW MEXICO.



LABOR & INDUSTRIAL DIVISION 1596 Pacheco St., Suite 105 SANTA FE, NM 87505

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.
 - 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.

LABOR & INDUSTRIAL DIVISION - PUBLIC WORKS BUREAU, SANTA FE, NEW MEXICO

TYPE OF CONSTRUCTION: - TH' GENERAL BUILDING LOCATION SE/4 SW/4 32-30N-9W CATY/OTHER): SAN JUAN DATE OF DECISION: 4/1/99	DEPARTMENT, ENERGY, MINERALS & NATURAL AGENCY OR BUREAU: RES. DEPT.	County SJ	DECISION EXPIRES 7/30/99 ON:-	DECISION NUMBER: SJ 99-1104 A/H	
		LOGATION		DATE OF DECISION: 4/1/99	

DESCRIPTION OF WORK

ik kompet. Odale sa TYPE "A" CLOSECOMMERCIAL SURFACE WATER DISPOSAL FACILTIY - RATES FOR EXCAVATION OF SKIMMER PIT: REROUTING OF SURFACE DRAINAGE: FILLING AND REGRADING SKIMMERPIT AREA: AND RECONTOURING/TERRANCING/SOIL & SEED PREPARATION.

TYPE "H" (HEAVY): CLOSE COMMERCIAL SURFACE WATER DISPOSAL FACILITY - REMOVAL/DISPOSAL OF FLUIDS IN TANKS: REMOVAL/DISPOSAL OF TANKS, ETC.: REMOVAL/DEMOLITION & DISPOSAL OF BUILDINGS, ETC.: AND PLUGGING MONITORING WELLS.

WAGE RATES FOR CARPENTERS, ETC. ARE ON SECOND PAGE. OPERATORS, TRUCK DRIVER AND LABORS AND PERTINENT INFORMATION AR ON THE NEXT FEW PAGES. PLEASE GIVE ALL OF THE PAGES INCLUDING THE FIRST PAGE WITH THE WAGE RATE DECISION NUMBER, TO EACH OF THE PRIME CONTRACTOR (S) AND TO ALL OF THE SUB-CONTRACTORS FOR THIS PLEASE **POST** PROJECT. RATES FOR WAGE CARPENTERS. OPERTORS, ETC. AT THE LOCATION OF THE JOB SITE ALONG WITH THE 11 X 17 POSTER. IF ANYBODY HAS ANY FUTURE QUESTIONS PLEASE CALL JOHN MINKS AT (505) 827-6837

WAGE RATES EFFECTIVE DATE IS 03/04/99.

"H"-Heavy Engineering

March 4, 1999

		March 4	, 1777			
Survey	Trade	Base Rate	, -	Incentive		Apprenticeship
Code	Classification	per hour	Rate	Rate	Subsitance	Contribution
	AsbestosWorker/Heat&Frost					
35	Insulator	18.90	4.58	-0-	-0-	0.17
36	Boilermaker	19.58	7.70	-0-	-0-	0.56
	Bricklayer, Blocklayer,			 		
37	Stonemason(No '98 Hours)	19.78	2.92	\$0.00	\$0.00	\$0.20
38	Carpenter/Lather	16.75	\$2.70	-0-	-0-	0.20
39	Millwright/Piledriver(No'98Hrs)	18.15	\$2.70		\$0.00	\$0.20
40	Cement Mason (No '98 Hours)	12.35		\$0.00		
40	Electricians	12.35	1.67	\$0.00	\$0.00	\$0.00
	<u> </u>		 	}		
} <u>-</u>	Outside Classifications:	122	 	}		1
n/a	Groundman (Outside)	16.84	5.10	-0-	\$0.00	0.17
n/a	Equipment Operator (O/S)	19.66	5.18	-0-	\$0.00	0.19
	Lineman or	1		1		
42	Technician (Outside)	20.25	5.20	-0-	\$0.00	0.20
n/a	Cable Splicer (Outside)	21.43	5.24	-0-	\$0.00	0.20
L	Inside Classifications:			1		
33	Wireman/Tech (Inside)	18.70	5.24	-0-	\$0.00	0.19
n/a	Cable Splicer (Inside)	20.43	5.29	-0-	\$0.00	0.20
95	Glazier (No '97 or '98 Hours)	No Rate	1	 		
43	Ironworker	15.75	4.13	-0-	-0-	0.38
44	Painter(Brush/Roller/Spray)	11.25	1.25	-0-	-0-	-0-
46	Plumber/Pipefitter	21.38	4.89	\$0.00	-0-	0.31
34	Roofer (No '97 or '98 Hours)	No Rate	4.03	\$0.00	 	0.51
47	Sheet Metal Worker		F 40	 	 	· · · · · · · · · · · · · · · · · · ·
		20.29	5.19	-0-	-0-	0.44
}	Operators		 	· · · · · · · · · · · · · · · · · · ·	1	
n/a	Group I	14.91	2.42	-0-	-0-	0.25
n/a	Group II	15,11	2.42	-0-	-0-	0.25
n/a	Group III	15.69	2.42	-0-	-0-	0.25
48	Group IV	15.71	2.42	-0-	-0-	0.25
n/a	Group V	15.71	2.42	-0-	-0-	0.25
n/a	Group VI	15.86	2.42	-0-	-0-	0.25
n/a	Group VII	15.91	2.42	-0-	-0-	0.25
n/a	Group VIII	16.06	2.42	-0-	-0-	0.25
	Laborers		T		1	1
n/a	Group I	10.57	2.11	-0-	-0-	0.20
49	Group II	10.87	2.11	-0-	-0-	0.20
n/a	Group III	11.17	2.11	-0-	-0-	0.20
n/a	Group IV	11.74	2.11	-0-	-0-	0.20
n/a	Group V	11.99	2.11	-0-	-0-	0.20
n/a	Group VI	10.72				
<u> </u>	Truck Drivers	10.72	2.11	-0-	-0-	0.20
n/a	Group I	1101	+ ~ ~~	 	 	
50		11.81	0.73	-0-	-0-	-0-
	Group II	12.01	0.73	-0-	-0-	-0-
n/a	Group III	12.21	0.73	-0-	, -0-	-0-
n/a	Group IV	12.41	0.73	-0-	-0-	-0-

Incentive and subsistance pay do not apply to "H" type construction.

";

OPER	AT	COR	\S*	×	×
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PAGE 1 O3/04/99 TYPE "H" (HEAVY)

TYPE "H" (HEAVY)
GROUP I CONCR. PAVING CURING MACHINE
GROUP II BELT TYPE CONVEYORS (MATERIAL & CONCR.); BROOM (SELF PROP); FORK LIFT; GREASE TRUCK OPERATOR; HEAD OILER; HYDRO LIFT; TRACTOR (UNDER 50 DRAWBAR HP WITH OR WITHOUT ATTACH.); INDUS. LOCO. BRAKEMAN; FRONT END LOADER (2CY OR LESS); FIREMAN; OILER; SCREEDMAN; ROLLER (PULL TYPE); MULCHING MACHINE; ROLLER (SEFL-PROPELLED)
GROUP III CONCR. PAVING FORM GRADER; CONCR. PAVING GANG VIBRATOR; CONCR. PAVING JOINT OR SAW MACH.; CONCR. PAVING SUB GRADER; TRACTOR W/BACKHOE ATTACH. SUBGRADE OR BASE FINISHER; POWER PLANT (ELECT. GEN. OR WELDING MACH.).
GROUP IV BULLDOZER (INCL. SELF-PROPELLED ROLLER W/DOZER ATTACHMENT); BATCH OR CONTINUOUS MIX PLANT (CONCR. SOIL CEMENT OR ASHPALT); ROLLER (STEEL WHEEL); FRONT END LOADER (2 CY TRHUR 10 CY); SCRAPER OPERATOR; MOTOR GRADER
GROUP V ASPHALT DISTR.; ASPHALT PAVING OR LAYDOWN MACH.; ASPHALT RETORT HEATER; MIXER, HEAVY, DUTY ASPHALT OR SOIL CEMENT; TRENCHING MACH.; CLAM TYPE SHAFTMUCKER; BACKHOE, CLAMSHALL, DRAGLINE, GRADALL, SHOVEL (UNDER ½ CY); ELEVATING RADER OR BELT LOADER; CRANES (CRAWLER OR MOBILE) UNDER 20 TON; AIR COMPRESSOR (200 CFM & OVER); CRUSHING SCREENING & WASHING PLANTS; DRLG. MACH. (CABLE CORE OR ROTARY); MIXER, CONCR. (1CY & LESS); PUMP (6" INTAKE OR OVER); WINCH TRUCK; HOIST (1 DRUM); INDUST. LOCO. MOTORMAN; LUMBER STACKER; TRACTOR (50 DRAWBAR HP OR OVER)
GROUP VI CONCR. PAVER MIXER; HOIST (2 DRUM & OVER); SIDE BOOM; TRAVELING CRANE; PILEDRIVER; BACKHOE, CLAMSHELL, DRAGLINE, GRADALL SHOVAL. (3/4 CY TO 3 CY); CRANES (CRAWLER OR MOBILE) 20 TO TO 40 TON; FRONT END LOADER (OVER 10 CY); MIXER, CONCR. (OVER 1CY) MECHANIC AND/OR WELDER.
GROUP VII CONCR. SLIP-FORM PAVING MACH.; CONCR. PAVING FINISHING MACH.; CONCR. PAVING LONGITUDINAL FLOAT; GUNITE MACH.; REFRIG.; JUMBO FORM OR DRILLING; STAGE; SLUSHER CONCR. PAVING SPREADING; PUMPCRETE MACH.; GROUT PUMP. OPERATOR
GROUP VIII MIN HOIST; BULLDOZER (MULTIPLE UNITS); SCRAPER (MULTIPLE UNITS); MUCKING MACHINE; BACKHOE, CLAMSHELL, DRAGLINE GRADALL, SHOVEL (OVER 3 CY); CRANES (CRAWLER OR MOBILE) OVER 40 TONS
GROUP IX BELT LOADER (CMI TYPE) OPERATOR; PIPEMOBILE OPERATOR, ASSISTANT; DERRICK, CABLEWAY
GROUP X PIPEMOBILE OPERATOR: MOLE OPERATOR

LABORERS ON THE NEXT PAGE.

PAGE 2 03/04/99 TYPE "H" (HEAVY)

GROUP I -(UNSKILLED)
BUILDING & COMMON LABORERS; CARPENTERS TENDER; CHAINMAN; RODMAN;
STAKEDRIVER; CONCR. BUGGY OPERATOR (HAND); CONCR. WORKERS; FLAGMAN; SOIL
SAMPLE TESTER
GROUP II – (SEMI-SKILLED)
WAGON, AIR TRACT, DRILL & DIAMOND DRILLERS' TENDER (OUTSIDE); AIR & POWER
OPERATOR. (NOT A CARPENTER'S TOOL); ASBESTOS REMOVER; ASPHALT HEATERMAN;
ASPHALT JOINTMAN; ASPHALT RAKER; BATCHING PLANT SCALEMAN; TENDERERS (TO
CEMENT MASON & PLASTERER); CHAIN SAWMAN; CONCR. POWER BUGGYMAN OPERATOR;
CONCR. TOUCH-UP MAN; CONCR. SAWMAN CORING MACHINE; CURBING MACH.; ASPHALT
OR CEMENT; CUTTING TORCHMAN; METAL FORM SETTER-ROAD; GRADE SETTER; ROD
CARRIER; MORTAR MIXER & MASON TENDER; POWDERMAN OR BLASTER HELPER;
SANDBLASTER; SCALER; VIBRATORMAN (HAD TYPE), VIBRATORY COMPACTOR (HAND
TYPE); WINDOW WASHER; NURSERYMAN-GARDENER; WAGON, AIR TRACT, DRILL &
DIAMAND DE LE PARTIE DE LA PARTIE DEL PARTIE DE LA PARTIE
DIAMOND DRILLER (OUTSIDE); ROADWAY HARDWARE WORKER
GROUP III-(MISCELLANEOUS)
GUNITE PUMPCRETEMAN & NOZZLEMAN; MULT-PLATE SETTER; MANHOLE BUILDER;
PIPELAYER; POWDERMAN-BLASTER MAKEUP; LANDSCAPER; TRAFFIC CONTROL TECH.;
LABROATORY TECH
DISTORY IDEA.
CROUP W. (CHAPP WORKERS)
GROUP IV -(SHAFT WORKERS)
AIR TUGGER OPERATOR; CONCR. WORKERS (INCL. ALL CEMENT CHIPPING & FINISH,
UNDERGROUND); DRILLERS; FORM SETTERS & HANDLER; HAND MUCKERS; MINERS;
POWDERMAN; TIMBERMEN (WOOD OR STEEL); REINFORCING STEEL SETTERS; TUNNEL LINER;
PLATE; SETTERS, ALL CUTING AND WELDING INCIDENTAL TO MINERS WORK; TOPLANDERS;
BOTTOMLANDERS.
DOT TOMEANDERS
Chain II (OT I PRII (Antinoc)
GROUP V -(SHAFT WORKERS)
SHIFTERS
GROUP VI -(TUNNEL WORKERS)
LABORERS AND HANDMUCKERS
LAIDONERS AND HANDINUCKERS
Chaving and an analysis was the same of th
GROUP VII – (TUNNEL WORKERS)
CHUCK TENDERS; GROUTMEN; NIPPERS; TRACKMEN
GROUP VIII –(TUNNEL WORKERS)
DRILLERS; FORM SETTERS & HANDLERS; SCALERS; MINERS; TIMBERMEN; BRAKEMEN; CONCR.
WORKERS (INCL. ALL CEMENT CHIPPING & FINISH. UNDERGROUND); REINFORCING STEEL
WORKERS (INCL. ALL CLIMENT CHITTING & FINISH, UNDERGROUND); REINFORCING STEEL
CETTEDC, TIMBEDIADN OUOOD OD CTEDIA, THISIDY & BURD, BY A MO ODTORDO AND OUTPOINT OF
SETTERS; TIMBERMEN (WOOD OR STEEL); TUNNEL LINER: PLATE SETTERS; ALL CUTTING &
SETTERS; TIMBERMEN (WOOD OR STEEL); TUNNEL LINER; PLATE SETTERS; ALL CUTTING & WELDING INCIDENTAL TO MINERS WORK.
SETTERS; TIMBERMEN (WOOD OR STEEL); TUNNEL LINER; PLATE SETTERS; ALL CUTTING & WELDING INCIDENTAL TO MINERS WORK
SETTERS; TIMBERMEN (WOOD OR STEEL); TUNNEL LINER; PLATE SETTERS; ALL CUTTING & WELDING INCIDENTAL TO MINERS WORK
SETTERS; TIMBERMEN (WOOD OR STEEL); TUNNEL LINER; PLATE SETTERS; ALL CUTTING & WELDING INCIDENTAL TO MINERS WORK
SETTERS; TIMBERMEN (WOOD OR STEEL); TUNNEL LINER; PLATE SETTERS; ALL CUTTING & WELDING INCIDENTAL TO MINERS WORK
SETTERS; TIMBERMEN (WOOD OR STEEL); TUNNEL LINER; PLATE SETTERS; ALL CUTTING & WELDING INCIDENTAL TO MINERS WORK. GROUP IX –(TUNNEL WORKERS) POWDERMEN.
SETTERS; TIMBERMEN (WOOD OR STEEL); TUNNEL LINER; PLATE SETTERS; ALL CUTTING & WELDING INCIDENTAL TO MINERS WORK

TRUCK DRIVERS ON THE NEXT PAGE.

TRUCK DRIVERS***

PAGE 3 03/04/99 TYPE "H" (HEAVY)

GROUP I

PICK-UP TRUCK ½ TON OR UNDER; WAREHOUSEMAN; DUMP TRUCK UNDER 8 CUBIC YARDS; FLAT BED, 1½ TON OR UNDER.

GROU II

DUMP TRUCK, 8 TO 16 CUBIC YARDS; TANK TRUCK, UNDER 6,000 GALLONS; FLATBED, OVER 1 1/2
TON.....

GROUP III

SPREADER BOX (SELF-PROPELLED); DISTRIBUTOR (ASPHALT) TRANSIT MIX; LOWBOY, LIGHT EQUIPMENT; OFF-HIGHWAY HAULER; TANK TRUCK, OVER 6,000 GALLONS; DUMP TRUCK, OVER 16 CUBIC YARDS; TRAILER SEMI-TRAILER DUMP.

GROUP IV

11:03.50

SEAR FORES

DIESEL-POWERED TRANSPORT; LOWBOY, HEAVY, EQUIPMENT.....

- *PLEASE ENTER THE DECISION NUMBER ASTERISKED ABOR ON THE RIGHT HAND CORNER OF EACH PAYROLL SUBMITTED FOR PROPER IDENTIFICATION.
- **DECISION EXPIRES ON THIS DATE IF BIDS ARE NOT SUBMITTED PRIOR TO THIS DATE OR AS A RESULT OF A NEW VALID SURVEY EFFECTIVE AT LEAST 10 DAYS PRIOR TO BID SUBMISSION DATE.
- *** FRINGE BENEFITS GROUPED FOR OPERATORS, TRUCK DRIVERS, AND LABORERS APPLY TO ALL CLASSIFICATIONS LISTED BENEATH EACH OR THESE CRAFTS.

ALL LABORERS OR MECHANICS MAY WORK FROM BLUEPRINTS AND DO LAYOUT.

WELDER RECEIVES RATE PRESCRIBED FOR CRAFT PERFORMING OPERATION TO WHICH WELDING INCIDENTAL.

CAULKER – A TOOL OF THE TRADE EXCEPT WHEN SPECIFICALLY THE SPECIALTY OF A CONTRACTOR, SEMI-SKILLED LABORER.

*** SEE LAST PAGE FOR THE PERTINENT IMFORMATION.

CERTIFICATION SHOWING REGISTRATION STATUS OF APPRENTICES MUST ACCOMPANY THE FIRST FULL PAYROLL ON WHICH EACH APPRENTICE FIRST APPERARS. CERTIFICATION ON ANY REGISTERED APPRENTICE MAY BE OBTAINED FROM THE NEW MEXICO APPRENTICESHIP COUNCIL, 501 MTN. RD. NE, ALBUQUERQUE, NM 87102 (PHONE 841-8990)

THE SCHEDULE OF WAGES SHALL BE POSTED BY THE CONYTRACTOR IN A PROMINENT AND EASILY ACCESSIBLE PLACE AT THE SITE OF THE WORK. JOB DESCRIPTIONS FOR CLASSFICATIONS LISTED ON THIS WAGE DECISION ARE AVAILABLE AT THE LABOR & INDUSTRIAL DIVISION, PUBLIC WORKS BUREAU, SANTA FE, NEW MEXICO.



1596 Pacheco St., Suite 105 SANTA FE, NM 87505

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.
- 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).
 - 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.

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

MAPPETANT
PLEASE INDICATE BID NUMBER
AND OPENING DATE OF THE LEAR
BOTTOM OCCURENCY OF YOUR
BID ERVELOPE

	VENDOR	**************************************
	Charlie's Well Service 1000 Rio Brazos Road Aztec, NM 87410	WELL PLUGGING - SAN JUAN COUNTY
	And the second of the second o	CONTRACT
	TELEPHONE NO. IF YOUR ORDERING OR PAYMENT ADDRESS IS DIFFERENT FROM ABOVE, PLEASE SUBMIT AN ATTACHMENT WITH YOUR ADDRESSES.	BID NUMBER: 90-521-25-06310 COMMODITY CODE(S): 05478
	COMPANY:	BUYER: KATHY SANCHEZ (505) 827-0487
	N.M. 5% RESIDENT PREFERENCE CERTIFICATION NUMBER	SEALED BID OPENING: FORMAL STATE PURCHASING AGENT'S OFFICE DATE: 05/27/99 TIME: 02:00 PM
	NOTE: TO BE VALID BID MUST BE SIGNED	
	SIGNATURE: TYPE/PRINT NAME:	
	PAYMENT TERMS. DISCOUNTS WILL NOT BE CONSIDERED IN COMPUTING THE LOW BID. SEE TERMS AND CONDITIONS:	ENERGY, MINERALS AND NATURAL RESOURCES DEPT 2040 S PACHECO DECENY
	FOB POINT: JOBSITE REQUESTED DELIVERY: WITHIN 2 WEEKS ARO	APR 2 7 199
		SAME OULS GOW [0
	VENDOR'S DELIVERY: DELIVERY MAY BE CONSIDERED IN THE AWARD.	DIST. 3
٠.	THIS BID IS SUBJECT TO THE TERMS AND OF THIS PAGE AND ADDITIONAL BIDDING I	CONDITIONS SHOWN ON THE REVERSE SIDE
. :	PLEASE NOTE: DO NOT RETURN INVITATION BID MUST BE RECEIVED IN THE STATE PURBID OPENING DATE AND LOCAL TIME AS IN	RCHASING DIVISION OFFICE BY THE
	HAND DELIVERIES WILL ALSO BE ACCEPTED 1100 ST. FRANCIS DR. SANTA FE, NEW ME	
	THIS MAILING CONTAINS 20 SHEETS, PL SPECIFICATIONS, INSTRUCTIONS, AND BID LESS, PLEASE ADVISE THIS OFFICE IMMED	FORMS. IF YOUR INVITATION CONTAINS

IF APPLICABLE - BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S)

AMENDMENT NO: ____ DATED: ____ AMENDMENT NO: ___ DATED: ____ AMENDMENT NO: ___ DATED: ____

GSD/PD 002-A (Rev. 10/97)

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

TERMS AND CONDITIONS UNLESS OTHERWISE SPECIFIED

- 1. General: When the State Purchasing Agent issues a purchase document in response to the Vendor's bid, a binding contract is created.
- Variation in Quantity: No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process, and then only to the extent, if any, specified elsewhere in this order.
- Assignment:
 - A. Neither the order, nor any interest therein, nor claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in subparagraph 3B below or as expressly authorized in writing by the state purchasing agent's office. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.
 - B. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.
- 4. State Furnished Property: State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.
- 5. Discounts: Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within 20 days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise or invoice, whichever is later.
- 6. Inspection: Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for non-conformance with specifications shall be removed, at the Vendor's risk and expense, promptly after notice of rejection.
- 7. Inspection of Plant: The State Purchasing Agent may inspect, at any reasonable time, the part of the contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.
- 8. Commercial Warranty: The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives to any customer for such supplies or services, and that the rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.
- Taxes: The unit price shall exclude all State taxes.
- 10. Packing, Shipping and Invoicing:
 - A. The State's purchase document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipment not accompanied by a packing ticket.
 - The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit prices and extended totals. Separate invoices shall be rendered for each and every complete shipment.
 - C. Invoice must be submitted to the using agency and NOT THE STATE PURCHASING AGENT.
- 11. Default: The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor; such causes include, but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights and remedies of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.
- 12. Non-collusion: In signing this bid, the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent.
- 13. Non-discrimination: Vendors doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1984 and Title VII of the Act, (Rev., 1979), and the Americans with Disabilities Act of 1990, (Public Law 101-336).
- 14. The Procurement Code: Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.
- 15. All bid items are to be NEW and of most current production, unless otherwise specified.
- 16. Payment for purchases: Except as otherwise agreed to: Late payment charges may be assessed against the user state agency in the amount end under the conditions set forth in Section 13-1-158 NMSA 1978.
- 17. Workers' Compensation: The Contractor agrees to comply with state laws and rules partaining to workers' compensation benefits for its employees. If the Contractor fails to comply with the Workers' Compensation Act and applicable rules when required to do so, this { Agreement} may be terminated by the contracting agency.
- 18. ATTENTION: Failure to complete all information on the bid envelope might necessitate the premature opening of the bid in order to identify the bid file. The bid number should be identified on the outside of the bid envelope.



A REAL WAY.

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

GSD/PD F-2 (REV. 2/99) PAGE 1A

IMPORTANT BIDDING INFORMATION

LESIDENT MANUFACTURER PREFERENCE – To expedite the determination of eligibility for the 5% lesident Manufacturer Preference, vendor must complete the following if applicable:						
I (WE) CERTIFY THAT THE FOLLOWING	G ITEMS NUMBE	RED				
			. ·			
AS INDICATED IN THIS BID WERE (ARE WHOLLY IN THE STATE OF NEW MEXI		OUCED, PROCESS	SED. OR MAN	UFACTURED		
SIGNATURE OF BIDDER:						
	(Vendor Must S	Sign)				
RESIDENT PREFERENCE – PURSUANT CLAIMING 5% PREFERENCE MUST BE (DERS		
All Bidders must notify the State Purchasing State Purchasing Agent have a financial inter		oyee(s) of the reque	esting agency or	the Office of the		
☐ NO FINANCIAL INTEREST	☐ YES	FINANCIAL IN	TEREST			
IF YES, SPECIFY, BY NAME:						
☐ TABULATION REQUESTED (Tabulation WISH TO RECEIVE TABULATION) TEL						
FAILURE OF BIDDERS TO COMPLETE BINSTRUCTIONS PROVIDED IS CAUSE FO				I ALL		

Brand names and numbers are for reference only, equivalents will be considered. If bidding "Equivalent,"
BIDDERS MUST BE PREPARED TO FURNISH "COMPLETE DATA" UPON REQUEST, PREFERABLY
WITH BID TO AVOID DELAY IN AWARD.

Specifications on the bid are not meant to exclude any bidder or manufacturer. Where a brand name or equal is indicated, it is for the purpose of describing the standard of quality, performance and characteristics desired and is not intended to restrict competition. "No substitute" specifications may be authorized "only" if required to match existing equipment.

If any bidder is of the opinion that the specifications as written preclude him from submitting a proposal on this bid. it is requested that his opinion be made known to the State Purchasing Agent. in writing. AT LEAST SEVEN (7) DAYS PRIOR to the bid opening date.

Bidders must, upon request of the State Purchasing Agent's Office, provided information and date to prove that the financial resources, production of service facilities, service reputation and experience are adequate to make satisfactory delivery of the materials and/or services. The State Purchasing Agent reserves the right to require a bidder to furnish a Performance Bond PRIOR TO AWARD, where the bidder is unable to furnish the required information or data, or for other reasons which would insure proper performance by the bidder.

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT

Unless otherwise indicated in the bid specifications samples of the items, when required, shall be furnished free of expense to the State of New Mexico prior to the time set for the opening of the bids. Samples not destroyed or mutilated in testing, will be returned upon request by mail, express or freight. COLLECT. Each sample must be labeled to clearly show the bid number, item number and the bidder's name, regardless of any attempt by a bidder to condition the bid. Unsolicited bid samples or descriptive literature which are submitted at the bidder's risk, will not be examined or tested, and will not vary from any of the provisions of the Invitation to Bid.

AWARDS

公司的电话人, 静静力

References to

Lating ...

DETERMINATION OF LOWEST BIDDER – Following determination of product acceptability if any is required, bids will be evaluated to determine which bidders offers the lowest cost to the state in accordance with the specifications, terms & conditions set forth in the invitation to Bid/Request for Quotation.

The State Purchasing Agent reserves the right to award this Invitation to Bid/Request for Quotation in total: by groups of items; on the basis of individual items; or any combination of these: or as otherwise specified in bid terms; which ever, in his/her judgment, best serves the interest of the State of New Mexico.

Alternate bids will be considered only if the bidder is successful on the base bid. Offers with two base bids will be disqualified. Base bid must be identified as prime bid.

The N.M. State Purchasing Director or his/her designee reserves the right to accept and/or reject any and all bids, to waive technical irregularities, and to award to the bidder whose bid is deemed to be in the best interest of the State of New Mexico.

SPECIAL NOTICE - To preclude possible errors and/or misinterpretations, bid prices must be affixed legibly in ink, or typewritten. Corrections or changes must be signed or initialed by bidder prior to scheduled bid opening. Failure to do so will be just cause for rejection of bid.

Bids may be withdrawn upon receipt of written request, prior to scheduled bid opening for the purpose of making any corrections and/or changes. Such corrections must be properly identified and signed or initialed by bidder. Resubmittal must be prior to scheduled bid opening for consideration.

After bid opening, no modifications on bid prices or other provisions of bids shall be permitted. A low bidder alleging a material mistake of fact, after bids have been opened, may be permitted to withdraw the bid upon written request prior to award at the discretion of the State Purchasing Agent.

F.O.B. DESTINATION - Means goods are to be delivered to the destination designated by the user, which is the point at which the user accepts ownership or title to the goods. Laws of New Mexico specifically prohibit acceptance of ownership of goods in transit. Any exception to F.O.B. DESTINATION may cause a bid to be declared non-responsive.

If you are an individual with a disability and you require accommodations such as a hearing interpreter to attend our bid openings, please contact Paula Salazar (827-0474) of this office at least 5 working days prior to the scheduled bid opening.

STATE OF NEW MEXICO GENERAL SERVICES DEPARTMENT PURCHASING DIVISION

Page 2

CONTRACT

ARTICLE I - STATEMENT OF WORK

Contract to provide requirements as indicated in specifications

ARTICLE II - TERM

The term of this Contract will be as indicated in specifications

ARTICLE III - TERMINATION

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

ARTICLE IV - AMENDMENT

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

ARTICLE V - PRICE SCHEDULE

Price(s) as listed are firm.

ARTICLE VI - INDEMNITY CLAUSE

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

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

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

ARTICLE VII - CONTRACTOR AGREEMENT

Contractor agrees to:

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

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CONTRACTOR LICENSE NUMBER (IF APPLICABLE)	CLASSIFICATION:	_

STATE OF NEW MEXICO

GENERAL SERVICES DEPARTMENT 90-521-25-06310

PURCHASING DIVISION

PAGE 3

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INVITATION FOR BIDS (IFB) FOR THE PLUGG-ING/REMEDIATION/RESTORATION OF A COMMERCIAL SURFACE-WATER DISPOSAL FACILITY:

SOUTHWEST WATER DISPOSAL - SE/4 SW/4 32-30N-9W, SAN JUAN, COUNTY.

1 TOTAL ITEM(S) ****.

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 commercial surface waste disposal facility (the "Facility"):

OPERATOR	LOCATION	COUNTY
Southwest Water Disposal	SE/4 SW/4 32-30N-9W	San Juan

Responsible bidders are invited to submit turnkey bids to plug/remediate/restore the Facility site in accordance with plugging/remediation/restoration procedures established by the Division. Sealed bids must be submitted to the Purchasing Division on or before 2:00 p.m., May 27, 1999.

The Invitation for Bids, including information about the current condition of the Facility site 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.

The Division's contact person for this IFB is:

Contact Person:

Martyne Kieling

Santa Fe Office:

NM Oil Conservation Division

Address:

2040 S. Pacheco

City and State:

Santa Fe, NM 87505

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(505) 827-7153

Phone:

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 and associated production facilities that have not been properly plugged/remediated/restored by the operator.

EMNRD-OCD is, by this Invitation for Bids (IFB), soliciting bids from responsible, qualified bidders to perform plugging/remediation/restoration operations in accordance with the plugging/remediation/ restoration procedure(s) included in the IFB. 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 2:00 p.m., May 27,1999. 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., May 27, 1999 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 one hundred eighty (180) 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

Bid Identification Number:

Bid Opening Date and Time: May 27, 1999.

Bids are sought for plugging/remediating/restoring the following commercial surface waste disposal Facility pursuant to the attached procedures:

OPERATOR	LOCATION	COUNTY
Southwest Water Disposal	SE/4 SW/4 32-30N-9W	San Juan

§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 site as per the plugging/remediation/ restoration procedures that follow. The turnkey bid shall include any well site preparation, access to and egress from the 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:

Martyne Kieling New Mexico Oil Conservation Division 2040 S. Pacheco Santa Fe, NM 87505 (505) 827-7153

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 <u>CERTIFICATE OF INSURANCE</u> naming the *State of New Mexico*, *Oil Conservation Division* as "<u>Additional Insured</u>", "<u>Co-insured</u>", or "<u>Certificate Holder</u>" 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 be 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.

BID SECURITY IN THE FORM OF A SURETY BOND EXECUTED BY A SURETY COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF NEW MEXICO IN THE AMOUNT OF FIVE (5) % OF THE TOTAL BID, OR THE EQUIVALENT IN CASH BY MEANS OF A CASHIER'S CHECK OR IN A FORM SATISFACTORY TO THE OWNER, MUST ACCOMPANY EACH BID.

SITE INFORMATION AND PLUGGING/REMEDIATION/RESTORATION PROCEDURES

ARTICLE I - STATEMENT OF WORK

- A. EMNRD is requesting proposals to provide professional services to design and implement the final closure of a commercial surface waste management facility (Facility) located in SE/4 SW/4 of Section 32, Township 30 North, Range 9 West, San Juan County, New Mexico. The final closure will include, as applicable:
 - 1. Removal and disposal of fluids in tanks to an OCD-approved surface waste management facility;
 - 2. Removal and disposal of all tanks, vessels, equipment, hardware, and debris;
 - 3. Removal of demolition and disposal of buildings and foundation;
 - 4. Excavation of the previously covered skimmer pit that is approximately fifty feet by fifty feet by seven feet deep (50' x 50'x7') and removal of contaminated soils to an OCD-approved surface waste management facility;
 - 5. Reroute all surface drainage away from the Facility, which may include the use of rip rap, erosion control mats, or other appropriate erosion control methods;
 - 6. Plug and abandon eight (8), four (4) inch schedule 40 PVC monitoring wells. Depth of wells as follows: Well No. 1 is 36.5 feet; Well No. 5 is 75 feet; Well No. 8 is 53 feet; Well No. 9 is 35 feet; Well No. 10 is 58 feet; Well No. 11 is 35 feet; Well No. 12 is 55 feet; and Well No. 13 is 82 feet.
 - 7. Fill and regrade skimmer pit area, surface depressions and erosional features at the Facility; and
 - 8. Recontour, terrace, prepare the soil and seed with native vegetation to prevent all future erosion or degradation of the Facility, which shall include the borrow pit and access road north of the Facility.
 - 9. Additional seeding and modification or repair of surface drainage and erosion control devices to be determined after follow-up inspection nine (9) months after facility is initially seeded.
- B. The proposal should be designed in the general format shown in A.1 through 9 above. The successful offeror must have all licenses and certifications required to design and implement the closure.

ARTICLE II - BACKGROUND

- A. The Oil and Gas Act, Chapter 70, Article 2, NMSA 1978, authorizes the Oil Conservation Division (OCD) to regulate the disposition of non-domestic wastes resulting from the exploration, development, production or storage of crude oil or natural gas to protect public health and the environment.
- B. OCD permits and regulates commercial waste disposal facilities that collect, dispose, evaporate or store produced water, drilling fluids, drill cuttings, completion fluids and/or other approved oil

field-related waste in surface pits, ponds, or below grade tanks. Such facilities are required to be closed at the cessation of disposal operations to protect public health and the environment.

C. The Facility was initially remediated to eliminate the immediate threat to public health and the environment. During this remediation effort the 396 foot by 387 foot evaporation pond was treated to prevent the formation of hydrogen sulfide (H₂S), the water was evaporated and/or hauled to an OCD authorized disposal facility, equipment was removed from the pond and the pond was filled in.

ARTICLE III. - FACILITY SITE INFORMATION

- A. OCD has certain information and documentation that may be helpful to offerors in preparing their proposals, including the following:
 - 1. A plat and topographic map showing the location of the Facility in relation to governmental surveys (1/41/4 section, township and range), highways or roads giving access to the Facility site, and watercourses, and dwellings within one mile of the site;
 - A description of the Facility with photographs of fences, ponds, buildings, tanks, vessels, equipment, hardware, and debris. Detailed as-built engineering construction/installation diagrams of pond, pit, liners, leak detection monitor wells, and tanks at the Facility;
 - 3. Laboratory analysis; and
 - 4. Previous contractor work including treatment and removal of water and filling in of the evaporation pond.

B. For site tour, contact Martyne Kieling at (505) 827-7153 by 5:00 p.m., April

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10:30 AM 11th C Site

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.

<u>:</u>:

- 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 <u>State of New Mexico Taxation and Revenue identification number</u>, signed and dated plus a <u>federal nine digit Taxpayer Identification Number (Employer Identification)</u>.
- 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.

Bid No. Requirements and Conditions Page 2

- 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 then 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

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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/REMEDIATION/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 commercial surface waste disposal facility (the "Facility"):

OPERATOR	LOCATION	COUNTY
Southwest Water Disposal	SE/4 SW/4 32-30N-92	San Juan

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 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 Dollars (\$______), 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 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 and/or well site plugging/remediation/restoration services for EMNRD-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: Martyne Kieling

Contracting Division:

NM Oil Conservation Division 2040 S. Pacheco Santa Fe, NM 87505 (505) 827-7153

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 titl	e of Co	ntracto	r's cont	act]	

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

- 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 then 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-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:	FOR:	
STATE OF NEW MEXICO ENERGY, MINERALS AND NATURAL RESOURCES DEPARTMENT - OIL	(Contractor)	
CONSERVATION DIVISION	Federal ID #	
By:Title	By:	<u>_</u>
Title	Litte	
Date:	Date:	
For:		
STATE OF NEW MEXICO DEPARTMENT OF FINANCE AND ADMINISTRATION		
By:		
State Contracts Officer		
Date:		

BID FORM (Page 1)

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
Plugging additional monitor wells	\$	run ·
Move-in, move-out charges	\$	hour
Water truck - Capacity barrels	\$	hour
Tractor and Seeder - Minimum hours if applicable	\$	hour
Backhoe - Minimum hours if applicable:	\$	hour
Dozer - Minimum hours if applicable:	\$	hour
Track Hoe - Minimum hours if applicable	\$	hour
Trucking - Minimum hours if applicable	\$	hour
Front End Loader - Mininum hours if applicable	\$	hour
Environmental Technician	\$	hour
Lab Analysis TPH	\$	per analysis
Lab Analysis BTEX	\$	per analysis
Contaminated Soil Offsite Remediation/Disposal	\$	per cubic yard
Labor	\$	hour
Native Seed Mix	s	per cubic yard

BID FORM (Page 2)

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

Bid 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.

ТҮРЕ	MANUFACTURER	MODEL	CAPACITY	COND
				ļ
 			*	

BID FORM

NEW MEXICO OIL CONSERVATION DIVISION

Plugging/Remediating/Restoring Well/Site

Mail sealed bid to: P

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:	

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 Name		-
Street Address		-
City	S t a t Zip	- е
Telephone		-

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	BIL
\$		

The second secon

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:	 		

LABOR & INDUSTRIAL DIVISION - PUBLIC WORKS BUREAU, SANTA FE, NEW MEDICO

DEPARTMENT, ENERGY, MINERALS & DECISIONSJ 99-1104 County S.J. DECISION AGENCY OR BUREAU: NATURAL RES. DEPT. EXPIRES ON: 7/30/99 NUMBER: A/H LOCATION (CITY/OTHER): SE/4 SW/4 32-30N-9W TYPE OF CONSTRUCTION: - "A" DATE OF STREET, HIGHWAY, UTILITY AND LIGHT ENGINEERING SAN JUAN DECISION: 4/1/99 **DESCRIPTION OF WORK** TYPE "A" CLOSE COMMERCIAL SURFACE WATER DISPOSAL FACILITY - RATES FOR EXCAVATION OF SKIMMER PIT: REROUTING OF SURFACE DRAINAGE: FILLING AND REGRADING SKIMMERPIT AREA: AND RECONTOURING/TERRACING/SOIL & SKED PREPARATION.

MONITORING WELLS.

TYPE "H" (HEAVY): CLOSE COMMERCIAL SURFACE WATER DISPOSAL FACILITY - REMOVAL? DISPOSAL OF FLUIDS IN TANKS: REMOVAL/DISPOSAL OF TANKS, ETC.:

.

REMOVAL/DEMOLITION & DISPOSAL OF BUILDINGS, ETC .: AND PLUGGING

WAGE RATES FOR CARPENTERS, ETC. ARE ON THE SECOND PAGE. OPERATORS, TRUCK DRIVERS AND LABORS AND THE PERTINENT INFORMATION ARE ON THE NEXT FEW PAGES. PLEASE GIVE ALL OF THE PAGES INCLUDING THE FIRST PAGE WITH THE WAGE RATE DECISON NUMBER, TO EACH OF THE PRIME CONTRACTOR(S) AND TO ALL OF THE SUBCONTRACTORS FOR THIS PROJECT. PLEASE POST WAGE RATES FOR CARPENTERS, OPERATORS, ETC. AT THE LOCATION OF THE JOB SITE ALONG WITH THE 11 X17 POSTER. IF ANYBODY HAS ANY FUTURE QUESTIONS PELASE CALL JOHN MINKS AT (505) 827-6837.

WAGE RATES EFFECTIVE DATE IS 03/04/99.

"A"-Street, Highway, Utility or Light Engineering
March 4, 1999

		IVIAI.	CH 4, 1995			· · · · · · · · · · · · · · · · · · ·
Survey	Trade	Base Rate	Fringe	ì	Subsistance	
Code	Classification	per hour	Rate	Rate	Rate	Contribution
	Bricklayer, Blocklayer,	per nour	per hour	per hour	per hour	Rate per hour
93	Stonemason	13.74	0.26	-0-	-0-	n/a
52	Carpenter	9.19	0.44	-0-	-0-	n/a
53	Cement Mason	10.64	0.26	-0-	-0-	n/a
54	Ironworker	11.00	2.97	-0-	-0-	n/a
50	Painter					
56	(Brush/Roller or spray)	14.06	0.44	-0-	-0-	n/a
n/a	Electricians Groundman (Outside)	45.00	5.0			
n/a	Equipment Operator (O/S)	15.29	5.01	-0-	-0	n/a
100	Lineman/Wireman or	18.11	5.12	-0-	-0-	n/a
51	Tech (Outside)	18.70	5.15	-0-	-0-	n/a
n/a	Cable Splicer	19.88	5.20	-0-	-0-	n/a
94	Plumber / Pipefitter	20.49	4.64	-0-	-0-	n/a
	Operators					, vu
n/a	Group I	11.45	0.26	-0-	-0-	n/a
n/a	Group II	11.65	0.26	-0-	-0-	n/a
n/a	Group III	12.23	0.26	-0-	-0-	n/a
58	Group IV	12.25	0.26	-0-	\$0.00	n/a
n/a	Group V	12.25	0.26	-0-	-0-	n/a
n/a	Group VI	12.40	0.26	-0-	-0-	n/a
n/a	Group VII	12.45	0.26	-0-	-0-	n/a
n/a	Group VIII	12.60	0.26	-0-	-0-	n/a
n/a	Group IX	13.10	0.26	-0-	-0-	n/a :
n/a	Group X	13.90	0.26	-0-	-0-	n/a
 	Laborers					
n/a	Group I	8.49	0.35	-0-	-0-	n/a
59	Group II	8.80	0.35	-0-	\$0.00	n/a
n/a	Group III	9.19	0.35	-0-	-0-	n/a
ļ	Truck Drivers					
n/a	Group I	9.46	0.26	-0-	-0-	n/a
60	Group II	9.66	0.26	-0-	-0-1	n/a
n/a	Group III	9.86	0.26	-0-	-0-	n∕a
n/a	Group IV	10.06	0.26	-0-	-0-	n/a

Note: Subsistance and Incentive do not apply on "A" rates as per Rules & Regulations.

PAGE 1-3/04/99 TYPE A DEC.

OPERATORS*

OPERATORS***	
GROUP I – CONCR. PAVING CURING MACHINE	
GROUP II – BELT TYPE CONVEYORS (MATERIAL & CONCR. OPR.; HEAD OILER; HYDRO LIFT TRACTOR (UNDER 50 DRA BRACKEMAN; FRONT END LOADER (2 CY OR LESS); FIREM MULCHING MACHINE; ROLLER (SELF-PROPELLED)	WBAR HP WITH OR WITHOUT ATTACH.); INDUS. LOCAN; OILER; SCREEDMAN; ROLLER (PULL TYPE);
GROUP III	
CONCR. PAVING FORM GRADER; CONCR. PAVING GAND VI CONCR. PAVING SUBGRADER; TRACTOR W/BACKHOE ATT (ELECT. GEN. OR WELDING MACH)	ACH; SUBGRADE OR BASE FINISHER; POWER PLANT
GROUP IV	
BULLDOZER (INCL. SELF-PROPELLED ROLLER W/DOZEN A (CONCR. SOIL CEMENT OR ASPH.); ROLLER (STEEL WHEEI OPER.; MOTOR GRADER	L); FRONT END LOADER (2 CY THRU 10 CY); SCRAPER
GROUP V	
ASHALT DISTR.; ASPHALT PAVING OR LAYDOWN MACH.; A ASPHALT OR SOIL CEMENT, TRENCHING MACHINE, CALM DRAGLINE, GRADALL, SHOVEL (UNDER 3/4 CY); ELEVATIN MOBILE) UNDER 20 TON; AIR COMPRESSOR (300 GEM & OV DRILLING. MACHINE (CABLE CORE OR ROTARY); MIXER, WINCH TRUCK; HOIST (1 DRUM; INDUS. LOCO. MOTORMATOVER)	I TYPE SHAFTMUCKER; BACHHOE, CLAMSHELL, IG GRADER OR BELT LOADER, CRANES (CRAWLER OR VER); CRUSHING SCREENING & WASHING PLANTS; CONCR. (1 CY & LESS); PUMP (8" INTAKE OR OVER);
GROUP VI CONCR. PAVER MIXER; HOIST (2 DRUM & OVER); SIDE BOO CLAMSHELL, DRAGLINE, GRADALL, SHOVEL (3/4 CY TO 3 O TON; FRONT END LOADER (OVER 1 CY); MIXER, CONCR. (C	CY); CRANES (CRALWER OR MOBILE) 20 TON TO 40
GROUP VII	s es sur
CONCR. SLIP-FORM PAVING MACH.; CONCR. PAVING FINE GUNITE MACH.; REFRIG.; JUMBO FORM OR DRILLING.; ST PUMPCRETE MACH.; GROUT PUMP OPERATOR	TAGE; SLUSHER; CONCR. PAVING SPREADER;
GROUP VIII	
MINE HOIST; BULLDOZER (MULTIPLE UNITS); SCRAPER *1 CLAMSHELL, DRAGLINE, GRADALL, SHOVEL (OVER 3CY);	MULTIPLE UNITS); MUCKING MACHANE; BACKHOE, CRANES (CRAWLER OR MOBILE) OVER 40 TONS
GROUP IX BELT LOADER (CMI TYPE) OPERATOR, PIPEMOBILE OPER	L ASSISTANT; DERRICK, CABLEWAY
GROUP X	
PIPEMOBLIE OPERATOR; MOLE OPERATOR	

TRUCK DRIVERS AND LABORS ON NEXT PAGE.

TRUCK DRIVERS***

PAGE 2-03/04/99 TYPE A DEC.

GR	0	UP	I

PICK-UP TRUCK ½ TON OR UNDER; WAREHOUSEMAN; DUM TRUCK, UNDER 8 CUBIC YARDS; FLAT BE, 1 ½ TON O UNDER.

GROUP II

DUMP TRUCK, 8 TO 16 CUBIC YARDS; TANK TRUCK, UNDER 6,000 GALLONGS FLATBED, OVER 1 1/4 TON......

GROUP III

SPREADER BOX (SELF-PROPELLED); DISTRIBUTOR (ASPHALT) TRANSITE MIX; LOWBOY, LIGHT EQUIPMENT, OFF-HIGHWAY HAULER; TANK TRUCK, OVER 6,000 GALLONS; DUMP TRUCH, OVER 16 CUBIC YARDS; TRAILER SEMI-TRAILER DUMP

GROUP IV

DIESEL-POWERED TRANSPORT; LOWBOY, HEAVY EQUIPMENT.....

LABORERS***

GROUP I-UNSKILLED

BUILDING & COMMON LABORER; CARPENTER TRENDER; CHAINMAN; RODMAN; STAKEDRIVER; CONCR. BUGGY OPERATOR (HAND); CONCR. WORKERS; HAGMAN; SOIL SAMPLE TESTER.....

GROUP II - SEMI-SKILLED

WAGON, AIR TRACT, DRILL & DIAMOND DRILLERS' TENDER (OUTSIDE); AIR & POWER TOOL MAN (NOT A CARPENTER'S TOOL); ASPHALT. HEATERMAN; ASPHALT. JOINTMAN; ASPHALT BAKER; BATCHING PLANT SCALEMAN; TENDERERS (10 CEMENT MASON & PLASTERER); CHAIN SAWMAN; CONCR. POWER BUGGYMAN; CONCR. TOUCH-UP MAN; CONCR. SAWMAN – CORING MACHINE; CURBING MACH., ASPHALT OR CEMENT; CUTTING TORCHMAN; METAL FORM SETTER-ROAD; GRADE SETTER; HOD CARRIER; MOBLAR MIXELL & MASON TENTER; POWDERMAN OR BLASTER HELPER; SANDBLASTER; SCALER; VIBRATORMAN (BAND TYPE); VIBRATORY COMPACTOR (HAND TYPE); WINDOW WASHER; NURSERYMAN GARDERNER; WAGON, AIR TRACT, DRILL & DIAMOND DRILLER (OUTSIDE); ROADWAY HARDWARE WORKER.

GROUP III - MISCELLANEOUS

GUNITE PUMPCRETEMAN & NOZZLEMAN; MULTIPLATE SETTER; MANHOUSE BUILDER; PIPELAYER; POWERMA BLASTER MAKEUP; LANDSCAPERL TRAF, CONTROL TECH.; LABORATORY TECH.....

***FRINGE BENEFITS GROUPED FOR OPERATORS, TRUCK DRIVERS, AND LABORERS APPLY TO ALL CLASSIFICATIONS LISTED BENEATH EACH OF THESE CRAFT IS.

ALL LABORERS OR MECHANICE MAY WORK FROM BLUEPRINTS AND DO LAYOUT.

WELDER NECEIVES RATE PRESCRIBED FOR CRAFT PERFORMING OPERATION TO WHICH WELDING IS INCIDENTAL.

CAULKER – A TOOL OF THE TRADE EXCEPT WHEN SPECIFICALLY THE SPECIALTY OF A CONTRACTOR, SEMI-SKILLED LABORER.

THE SCHEDULE OF WAGE SHALL BE POSTED BY THE CONTRACTOR IN A PROMINENT AND EASILY ACCESSIBLE PLACE AT THE SITE OF THE WORK, JOB DESORIPTIONS FOR CLASSIFICATIONS LISTED ON THIS WAGE DECISION OR AVAILABLE AT THE LABOR & INDUSTRIAL DIVISION, PUBLIC WORKS BUREAU, SANTA FE NEW MEXICO.



LABOR & INDUSTRIAL DIVISION 1596 Pacheco St., Suite 105 SANTA FE, NM 87505

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.
- 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.
- 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 134-12. 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.

LABOR & INDUSTRIAL DIVISION - PUBLIC WORKS BUREAU, SANTA FE, NEW MEXICO

DEPARTMENT, ENERGY, MINERALS & NATURAL AGENCY OR BUREAU: RES. DEPT.	County SJ	DECISION EXPIRES 7/30/99 ON:**	DECISION NUMBER: SJ 99-1104 A/H
TYPE OF CONSTRUCTION: - "H" GENERAL BUILDING	LOCATION (CITY/OTHER):	SE/4 SW/4 32-30N-9W SAN JUAN	DATE OF DECISION: 4/1/99

DESCRIPTION OF WORK

TYPE "A" CLOSECOMMERCIAL SURFACE WATER DISPOSAL FACILTIY - RATES FOR EXCAVATION OF SKIMMER PIT: REROUTING OF SURFACE DRAINAGE: FILLING AND REGRADING SKIMMERPIT AREA: AND RECONTOURING/TERRANCING/SOIL & SEED PREPARATION.

TYPE "H" (HEAVY): CLOSE COMMERCIAL SURFACE WATER DISPOSAL FACILITY - REMOVAL/DISPOSAL OF FLUIDS IN TANKS: REMOVAL/DISPOSAL OF TANKS, ETC.: REMOVAL/DEMOLITION & DISPOSAL OF BUILDINGS, ETC.: AND PLUGGING MONITORING WELLS.

WAGE RATES FOR CARPENTERS, ETC. ARE ON THE SECOND PAGE OPERATORS, TRUCK DRIVER LABORS AND PERTINENT INFORMATION AR ON THE NEXT FEW PAGES. PLEASE GIVE ALL OF THE PAGES INCLUDING THE FIRST PAGE WITH THE WAGE RATE DECISION NUMBER, TO EACH ... OF THE PRIME CONTRACTOR (S) AND TO ALL OF THE SUB-CONTRACTORS FOR PROJECT. PLEASE **POST** RATES WAGE FOR CARPENTERS. OPERTORS. ETC. AT THE LOCATION OF THE JOB SITE ALONG WITH THE 11 X 17 POSTER, IF ANYBODY HAS ANY FUTURE QUESTIONS PLEASE CALL JOHN MINKS AT (505) 827-6837

WAGE RATES EFFECTIVE DATE IS 03/04/99.

"H"-Heavy Engineering

March 4, 1999

Sun	vev	Trade	Base Rate			Ţ 	Apprenticeship
Cod	- 1	Classification	per hour	Rate	Rate	ſ	Contribution
1===		AsbestosWorker/Heat&Frost			11410		
3	5	Insulator	18.90	4.58	-0-	-0-	0.17
		Boilermaker	19.58	7.70	-0-	-0-	0.56
<u> </u>	-	Bricklayer, Blocklayer,	1.0.00	 	 	 	0.00
3	37	Stonemason(No '98 Hours)	19.78	2.92	\$0.00	\$0.00	\$0.20
——	38	Carpenter/Lather	16.75	\$2.70	-0-	-0-	0.20
	39	Millwright/Piledriver(No'98Hrs)	18.15	\$2.70	\$0.00	\$0.00	\$0.20
1	0	Cement Mason (No '98 Hours)	12.35	1.67	\$0.00	\$0.00	\$0.00
<u> </u>	-	Electricians	12.00	1.07	\$0.00	\$0.00	0.00
 		Outside Classifications:	 	 	 	 	
	ı/a	Groundman (Outside)	16.84	5.10	-0-	\$0.00	0.17
	/a	Equipment Operator (O/S)	19.66	5.18	-0-	\$0.00	0.19
 ''	1/ a	Lineman or	13.00	3.16		\$0.00	0.13
	12	Technician (Outside)	20.25	5 20		\$0.00	0.20
	+ <u>Z</u> 1/a	Cable Splicer (Outside)	21.43	5.20	-0-		0.20
 "	1/ d	Inside Classifications:	21.43	5.24	-0-	\$0.00	U.2U
 	33	Wireman/Tech (Inside)	18.70	F 24	 	60.00	0.19
	1/a	Cable Splicer (Inside)	20.43	5.24	-0-	\$0.00	0.19
	95	Glazier (No '97 or '98 Hours)		5.29	-0-	\$0.00	U.ZU
<u> </u>	43	Ironworker	No Rate	1 42	 	 	0.20
}	43		15.75	4.13	-0-	-0-	0.38
1		Painter(Brush/Roller/Spray)	11.25	1.25	-0-	-0-	-0-
	46	Plumber/Pipefitter	21.38	4.89	\$0.00	-0-	0.31
———	34	Roofer (No '97 or '98 Hours)	No Rate	 	 	 	
	47	Sheet Metal Worker	20.29	5.19	-0-	-0-	0.44
		Operators	 	-			<u> </u>
	<u>1/a</u>	Group I	14.91	2.42	-0-	-0-	0.25
	n/a	Group II	15.11	2.42	-0-	-0-	0.25
	n/a	Group III	15.69	2.42	-0-	-0-	0.25
	48	Group IV	15.71	2.42	-0-	-0-	0.25
:	n/a	Group V	15.71	2.42	-0-	-0-	0.25
) ———	n/a	Group VI	15.86	2.42	-0-	-0-	0.25
	n/a	Group VII	15.91	2.42	-0-	-0-	0.25
 -	n/a	Group VIII	16.06	2.42	-0-	-0-	0.25
 	-1-	Laborers	 	 		<u> </u>	1
}	n/a	Group I	10.57	2.11	-0-	-0-	0.20
) ——	49	Group II	10.87	2.11	-0-	-0-	0.20
	n/a	Group III	11.17	2.11	-0-	-0-	0.20
	n/a	Group IV	11.74	2.11	-0-	-0-	0.20
· -	n/a	Group V	11.99	2.11	-0-	-0-	0.20
<u> </u>	n/a	Group VI	10.72	2.11	-0-	-0-	0.20
. }		Truck Drivers	1				1
!	n/a	Group I	11.81	0.73	-0-	-0-	-0-
} ——	50	Group II	12.01	0.73	-0-	-0-	-0-
)——	n/a	Group III	12.21	0.73		-0-	-0-
	n/a	Group IV	12.41	0.73	-0-	-0-	-0-

Incentive and subsistance pay do not apply to "H" type construction.

OPERATORS**	ATORS**	* *
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OPERATORS***	PAGE 1 03/04/99	
	TYPE "H" (HEAVY)	
GROUP I	•	
CONCR. PAVING CURING MACE	HNE	
GROUP II	•	
BELT TYPE CONVEYORS (MATE	ERIAL & CONCR.); BROOM (SELF PROP); FORK L	IFT; GREASE TRUCK
OPERATOR; HEAD OILER; HYD	RO LIFT; TRACTOR (UNDER 50 DRAWBAR HP WI	TH OR WITHOUT
ATTACH.); INDUS. LOCO, BRAK	EMAN; FRONT END LOADER (2CY OR LESS); FIRE	EMAN; OILER;
	YPE); MULCHING MACHINE; ROLLER (SEFL-PRO	
	,	
GROUP III		
CONCR. PAVING FORM GRADE	R; CONCR. PAVING GANG VIBRATOR; CONCR. PA	AVING JOINT OR
SAW MACH.; CONCR. PAVING S	SUB GRADER; TRACTOR W/BACKHOE ATTACH. S	UBGRADE OR BASE
FINISHER; POWER PLANT (ELE	CCT. GEN. OR WELDING MACH.)	
•	,	
GROUP IV		
BULLDOZER (INCL SELF-PROP	PELLED ROLLER W/DOZER ATTACHMENT); BAT	CH OR CONTINUOUS
MIX PLANT (CONCR. SOIL CEM	TENT OR ASHPALT); ROLLER (STEEL WHEEL); FI	RONT END LOADER
(2 CY TRHUR 10 CY); SCRAPER	OPERATOR; MOTOR GRADER	
		•
GROUP V		
	VING OR LAYDOWN MACH; ASPHALT RETORT I	
	IL CEMENT; TRENCHING MACH.; CLAM TYPE SI	
	GLINE, GRADALL, SHOVEL (UNDER ¼ CY); ELEVA	
	VLER OR MOBILE) UNDER 20 TON; AIR COMPRES	
	G & WASHING PLANTS; DRLG. MACH. (CABLE CO	
	PUMP (6" INTAKE OR OVER); WINCH TRUCK; HO	
LOCO. MOTORMAN; LUMBER S	STACKER; TRACTOR (50 DRAWBAR HP OR OVER	i)
GROUP VI		
CONCR. PAVER MIXER; HOIST	(2 DRUM & OVER); SIDE BOOM; TRAVELING CR.	ANE; PILEDRIVER;
	GLINE, GRADALL SHOVAL. (3/4 CY TO 3 CY); CRA	
	ONT END LOADER (OVER 10 CY); MIXER, CONCR.	
MECHANIC AND/OR WELDER	••••••••••	
GROUP VII		
	IACH.; CONCR PAVING FINISHING MACH.; CONC	
LONGITUDINAL FLOAT; GUNI	TE MACH; REFRIG.; JUMBO FORM OR DRILLING	G; STAGE; SLUSHER;
CONCR. PAVING SPREADING; I	PUMPCRETE MACIL; GROUT PUMP. OPERATOR.	
CDOID YOU		
GROUP VIII	TTDI E HAIPE), COD ADED OLIVE OWNER OF THE PORCE OF THE	ICILINIC M A CITINIE.
	LTIPLE UNITS); SCRAPER (MULTIPLE UNITS); MU	
	GLINE GRADALL, SHOVEL (OVER 3 CY); CRANES	
MADDILE OVER 40 TONS		,
GROUP IX		
	ERATOR; PIPEMOBILE OPERATOR, ASSISTANT;	neppi <i>cu</i>
CARI FWAV	ERATUR, FIFEMUDILE UPERATUR, ASSISTANT;	DEKKICK,

LABORERS ON THE NEXT PAGE.

GROUP X
PIPEMOBILE OPERATOR; MOLE OPERATOR.....

PAGE 2 03/04/99 TYPE "H" (HEAVY)

GROUP I -(UNSKILLED)
THE THE P COMMENT INCORDS. CARDENIES STREETS STREETS STREETS AND ASSESSED AND ASSESSED.
BUILDING & COMMON LABORERS; CARPENTERS TENDER; CHAINMAN; RODMAN;
STAKEDRIVER; CONCR. BUGGY OPERATOR (HAND); CONCR. WORKERS; FLAGMAN; SOIL
SAMPLE TESTER
GROUP II – (SEMI-SKILLED)
WAGON, AIR TRACT, DRILL & DIAMOND DRILLERS' TENDER (OUTSIDE); AIR & POWER
OPERATOR. (NOT A CARPENTER'S TOOL); ASBESTOS REMOVER; ASPHALT HEATERMAN;
ASPHALT JOINTMAN; ASPHALT RAKER; BATCHING PLANT SCALEMAN; TENDERERS (TO
CEMENT MASON & PLASTERER); CHAIN SAWMAN; CONCR. POWER BUGGYMAN OPERATOR;
CONCR. TOUCH-UP MAN; CONCR. SAWMAN CORING MACHINE; CURBING MACH.; ASPHALT
OR CEMENT; CUTTING TORCHMAN; METAL FORM SETTER-ROAD; GRADE SETTER; ROD
CARRIER; MORTAR MIXER & MASON TENDER; POWDERMAN OR BLASTER HELPER;
SANDBLASTER; SCALER; VIBRATORMAN (HAD TYPE), VIBRATORY COMPACTOR (HAND
TYPE); WINDOW WASHER; NURSERYMAN-GARDENER; WAGON, AIR TRACT, DRILL &
DIAMOND DRILLER (OUTSIDE); ROADWAY HARDWARE WORKER
GROUP III-(MISCELLANEOUS)
GUNITE PUMPCRETEMAN & NOZZLEMAN; MULT-PLATE SETTER; MANHOLE BUILDER;
PIPELAYER; POWDERMAN-BLASTER MAKEUP; LANDSCAPER; TRAFFIC CONTROL TECH.;
LABROATORY TECH
LABROATORT TECH
GROUP IV -(SHAFT WORKERS)
AIR TUGGER OPERATOR; CONCR. WORKERS (INCL. ALL CEMENT CHIPPING & FINISH,
UNDERGROUND); DRILLERS; FORM SETTERS & HANDLER; HAND MUCKERS; MINERS;
POWDERMAN; TIMBERMEN (WOOD OR STEEL); REINFORCING STEEL SETTERS; TUNNEL LINER;
PLATE; SETTERS, ALL CUTING AND WELDING INCIDENTAL TO MINERS WORK; TOPLANDERS;
BOTTOMLANDERS.
GROUP V -(SHAFT WORKERS)
SHIFTERS
GROUP VI -(TUNNEL WORKERS)
GROUP VI -(TUNNEL WORKERS)
GROUP VI -(TUNNEL WORKERS) LABORERS AND HANDMUCKERS
GROUP VI -(TUNNEL WORKERS) LABORERS AND HANDMUCKERS
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TRUCK DRIVERS ON THE NEXT PAGE.

TRUCK DRIVERS***

PAGE 3 03/04/99 TYPE "H" (HEAVY)

GROUP I

PICK-UP TRUCK ½ TON OR UNDER; WAREHOUSEMAN; DUMP TRUCK UNDER 8 CUBIC YARDS; FLAT BED, 1 ½ TON OR UNDER.

GROU II

DUMP TRUCK, 8 TO 16 CUBIC YARDS; TANK TRUCK, UNDER 6,000 GALLONS; FLATBED, OVER 1 1/2
TON.....

GROUP III

SPREADER BOX (SELF-PROPELLED); DISTRIBUTOR (ASPHALT) TRANSIT MIX; LOWBOY, LIGHT EQUIPMENT; OFF-HIGHWAY HAULER; TANK TRUCK, OVER 6,000 GALLONS; DUMP TRUCK, OVER 16 CUBIC YARDS; TRAILER SEMI-TRAILER DUMP.

GROUP IV

DIESEL-POWERED TRANSPORT; LOWBOY, HEAVY, EQUIPMENT......

- *PLEASE ENTER THE DECISION NUMBER ASTERISKED ABOR ON THE RIGHT HAND CORNER OF EACH PAYROLL SUBMITTED FOR PROPER IDENTIFICATION.
- **DECISION EXPIRES ON THIS DATE IF BIDS ARE NOT SUBMITTED PRIOR TO THIS DATE OR AS A RESULT OF A NEW VALID SURVEY EFFECTIVE AT LEAST 10 DAYS PRIOR TO BID SUBMISSION DATE.
- *** FRINGE BENEFITS GROUPED FOR OPERATORS, TRUCK DRIVERS, AND LABORERS APPLY TO ALL CLASSIFICATIONS LISTED BENEATH EACH OR THESE CRAFTS.

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the marked of the SEE LAST PAGE FOR THE PERTINENT IMPORMATION.

CERTIFICATION SHOWING REGISTRATION STATUS OF APPRENTICES MUST ACCOMPANY THE FIRST FULL PAYROLL ON WHICH EACH APPRENTICE FIRST APPERARS. CERTIFICATION ON ANY REGISTERED APPRENTICE MAY BE OBTAINED FROM THE NEW MEXICO APPRENTICESHIP COUNCIL, 501 MTN. RD. NE, ALBUQUERQUE, NM 87102 (PHONE 841-8990)

THE SCHEDULE OF WAGES SHALL BE POSTED BY THE CONYTRACTOR IN A PROMINENT AND EASILY ACCESSIBLE PLACE AT THE SITE OF THE WORK. JOB DESCRIPTIONS FOR CLASSFICATIONS LISTED ON THIS WAGE DECISION ARE AVAILABLE AT THE LABOR & INDUSTRIAL DIVISION, PUBLIC WORKS BUREAU, SANTA FE, NEW MEXICO.

LABOR

1596 Pacheco St., Suite 105 SANTA FE, NM 87505

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 - 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.



Bottom gabion working.



Erosion across the last terms southeast corner. Reconstruction needed



Erosion along the South edge cobbles may be needed to slow the erosion process down.



Erosion along southwest corner. Cobbles may be needed to slow down erosion.



Borrow pit weed population looks good.



First gabion working some weeds established









View NW at former pipe storage area



View North from former pit area



View North along base of cliff Note drainage at base of rocks flows N-NW



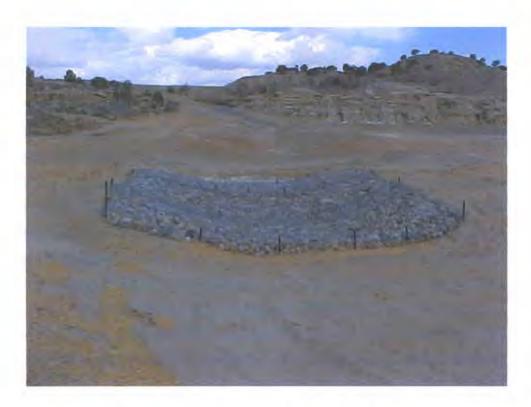
View northeast - Typical contour and mulch



View E-NE along channel at north end of property
All three gabion structures visible



Typical upstream completion of gabion Note Gabon is recessed from main channel



Center gabion at channel west end of site



View east at center gabion

Note channel left side of photo and contour right center



Upstream gabion

Discharge from hilltop drops on to gabion at dead cedar tree and notch in cliff at upper center of photo



View North along upper gabion

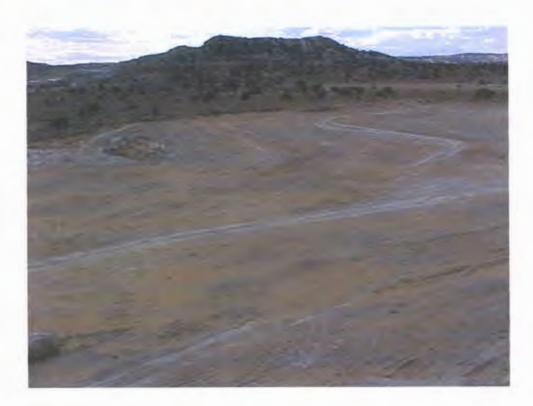
Note boulder center foreground prevents erosion of inside curve of channel and outside curve of channel is armored with cobble above and below gabion



Secondary hillside diversion guides storm water to gabion structure



Primary diversion along left center of photo guides storm water to gabion through broad channel at small cedar (upper right center)



View west showing two of three contours (reddish soil on uphill flank)



Bermed road access at entrance to site