



# AE Order Number Banner

## Report Description

This report shows an AE Order Number in Barcode format for purposes of scanning. The Barcode format is Code 39.



**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

**CERTIFIED MAIL**  
**RETURN RECEIPT NO. 7099-3220-0000-5051-1231**

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

**RE: South West Water Disposal  
Environmental Restoration Project**



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

**CERTIFIED MAIL**  
**RETRUN RECEIPT NO. 7099-3220-0000-5051-1262**

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



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
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**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

<b>SUBTOTAL</b>	1,110.00
<b>SALES TAX:</b>	63.83
<b>NET DUE:</b>	1,173.83

**Thank you for your business!**





NEW MEXICO ENERGY, MINERALS  
& NATURAL RESOURCES DEPARTMENT

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

February 11, 2000

**CERTIFIED MAIL**  
**RETRUN RECEIPT NO. Z-559-573-272**

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



NEW MEXICO ENERGY, MINERALS  
& NATURAL RESOURCES DEPARTMENT

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,

Rand Carroll  
Legal Counsel

xc: Martyne Kieling, OCD Santa Fe

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SEP 24 1999

**OIL CON. DIV.**  
**DIST. 3**

00-521.25-028

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**

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	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.

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 one 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 reasonably foreseen by a review of the

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OIL CONSERVATION DIVISION

00-521.25-028

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.

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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

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**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.

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**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.

00-521.25-028

## 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

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

## 20 Indemnification

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

## 21 Duty to Insure

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

**21.1.1** Comprehensive public liability including general liability, bodily injury liability and property damage liability insurance and automobile liability insurance covering the ownership, operation, and maintenance of owned, non-owned, and hired vehicles in amounts not less than the amounts

00-521.25-028

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.

00-521.25-028

**24 Suspension of Work**

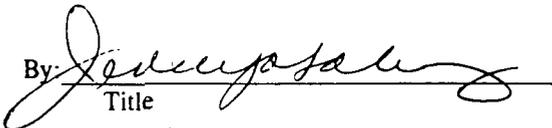
A Suspension of Work Notice may be issued by the on-site EMNRD-OCD Representative if the EMNRD-OCD Representative has any reasonable basis to believe that any action of the Contractor is contrary to the intent of this Agreement or if any health or safety standard is violated after verbal or written notice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

**25 Signatures**

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

**FOR:**

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

By: 

Title

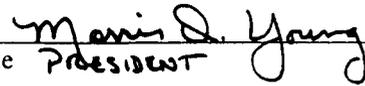
Date: 8/25/99

**FOR:**

Young Environmental Services d/b/a Envirotech  
Inc.

(Contractor)

Federal ID # 85-0394202

By: 

Title PRESIDENT

Date: 8/18/99

**For:**

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

By: \_\_\_\_\_

State Contracts Officer

Date: \_\_\_\_\_

00-521.25-028

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

By Julie Keo

Date: 8/28/99

00-521.25-028

## EXHIBIT A

The contractor shall:

1. 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.

00-521.25-028

**EXHIBIT B**

**SUPPLEMENTAL RATE SCHEDULE:**

DESCRIPTION OF SERVICE	RATE PER	UNIT
Rig equipped to perform all work set out in Plugging/Remediation/Restoration Procedures	\$ N/A	
Cement pumping	\$ N/A	
Cement to include any blending and any transportation costs	\$ N/A	sack
Plugging additional monitor wells	\$ 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 - Minimum hours if applicable _____ N/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

RECEIVED APR 27 1999

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

3

VENDOR

5275218

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

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

WELL PLUGGING - SAN JUAN COUNTY

CONTRACT

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

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

COMPANY: Young Environmental Services  
dba Envirotech Inc.  
N.M. 5% RESIDENT PREFERENCE  
CERTIFICATION NUMBER 43C44

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

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

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

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

FOB POINT: JOBSITE  
REQUESTED DELIVERY:  
WITHIN 2 WEEKS ARO

INVOICE:  
SAME

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

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

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

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

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

IF APPLICABLE - BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S)  
AMENDMENT NO:     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.
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 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 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

**IMPORTANT BIDDING INFORMATION**

**RESIDENT MANUFACTURER PREFERENCE** - To expedite the determination of eligibility for the 5% Resident Manufacturer Preference, vendor must complete the following if applicable:

I (WE) CERTIFY THAT THE FOLLOWING ITEMS NUMBERED ALL ROCK PRODUCTS, SEED

AS INDICATED IN THIS BID WERE (ARE) GROWN, PRODUCED, PROCESSED, OR MANUFACTURED WHOLLY IN THE STATE OF NEW MEXICO.

SIGNATURE OF BIDDER:

*Mari D. Young*  
(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.

**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 data 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.

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.

## 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 the agreement. This save harmless and indemnification clause is subject to the immunities, provisions, and limitations of the tort claims act (41-4-1, 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) 32099 CLASSIFICATION: GB.98, GF.07, GF.08,  
GS.29



**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.

<b>BIDDER MUST COMPLETE AND SIGN</b>	
Young Environmental Services dba Envirotech Inc.	
Bidder Name	
5796 U.S. Highway 64	
Street Address	
Farmington	NM
City	S t a t e
	Zip
(505) 632-0615	87401
Telephone	
<i>Mari D. Young</i>	05/27/99
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  
\$ 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

**FOR:**

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

I.D. NO.: 02155491009

By: \_\_\_\_\_

Date: \_\_\_\_\_

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: dba Envirotech Inc.

Subcontractors List

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

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

EQUIPMENT LIST

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

TYPE	MANUFACTURER	MODEL	CAPACITY	COND
Backhoe	Caterpillar	416C	1-1/4 yd bucket	excellent
Backhoe/ Excavator	Caterpillar	416B	1-1/4 yd bucket	excellent
Excavator	Caterpillar	330B	1-1/4 yd bucket	excellent
Loader	Caterpillar	938F	3-1/2 yd bucket	excellent
Dozer	Caterpillar	D8G		good
Grader	Caterpillar	146	14' Blade	good

End Dump Kenworth T800 20 cubic yard good

Dump Truck White Western Star 14 cubic yard good

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

Bidder: dba Envirotech Inc.

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

DESCRIPTION OF SERVICE	RATE PER	UNIT
Rig equipped to perform all work set out in Plugging/Remediation/Restoration Procedures	\$ N/A	hour
Cement pumping	\$ N/A	plug
Cement to include any blending and any transportation costs	\$ N/A	sack
Plugging additional monitor wells	\$ 0.71	<del>XXX</del> 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 - Minimum hours if applicable _____ N/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	\$17,585.00
Labor	\$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	\$340.00
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' x 50' x 7' = 648.14 cy x 1.25 = 810 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	\$26,460.00
Loader	\$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	<u>\$9,600.00</u>
(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	<u>\$160.00</u>
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	<u>\$4,850.00</u>
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 seeding)	
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

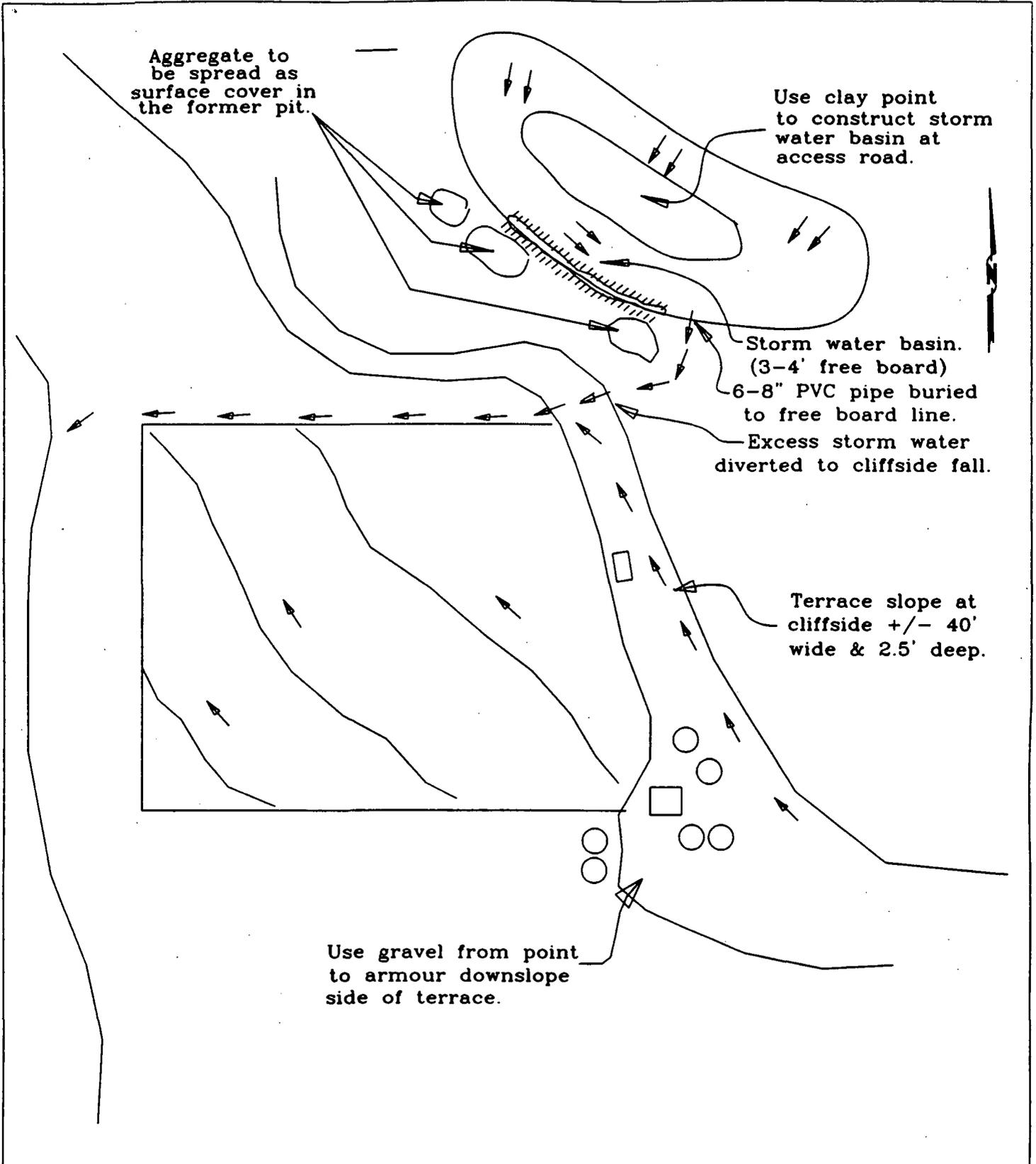
Task 9: Additional seeding and modification or repair of surface drainage and erosion control devices to be determined after follow-up inspection nine months after facility is initially seeded.

No charge for reinspection  
Repairs at rates

### Proposal Summary by Task

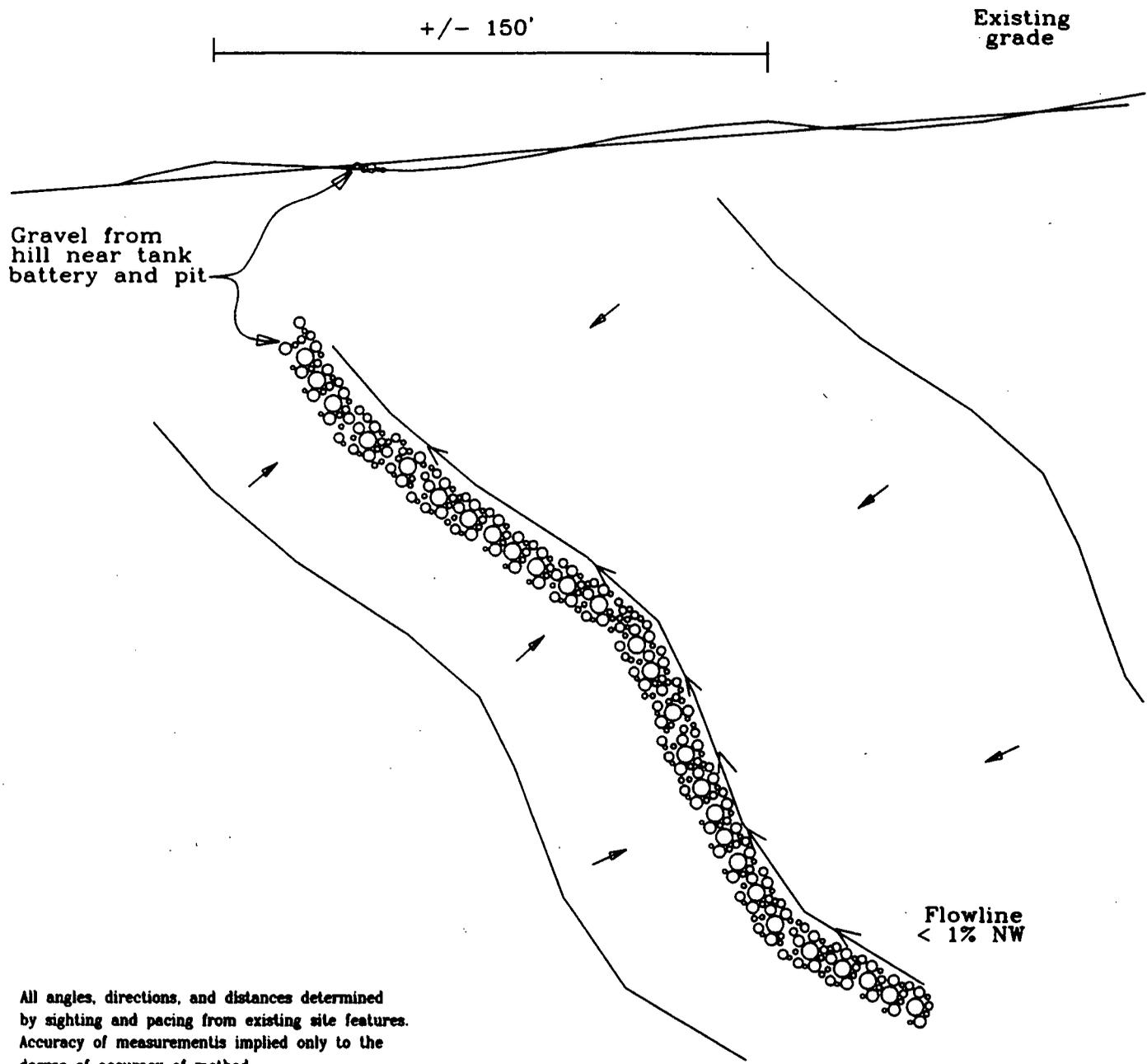
Task 1:	Fluid disposal to approved facility	\$19,169.00
Task 2:	Tank and hardware disposal	\$5,640.00
Task 3:	Building demo and disposal	\$2,754.00
Task 4:	Skimmer pit remediation	\$32,820.00
Task 5:	Drainage reroute	\$37,258.50
Task 6:	Plug and abandon monitor wells	\$303.00
Task 7:	Fill & re-grade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

Plus NMGRT



NMOCD Proposal Southwest Water Abatement SWSE & SESW, SEC. 32, T30N, R9W San Juan County, NM Project No.:	<b>Envirotech Inc.</b>		<b>Site Map</b>	
	Environmental Scientists & Engineers 5796 US Highway 64 Farmington, New Mexico		Figure 1	Date: 05/99
			DRW: HMB	PRJ MGR: HMB

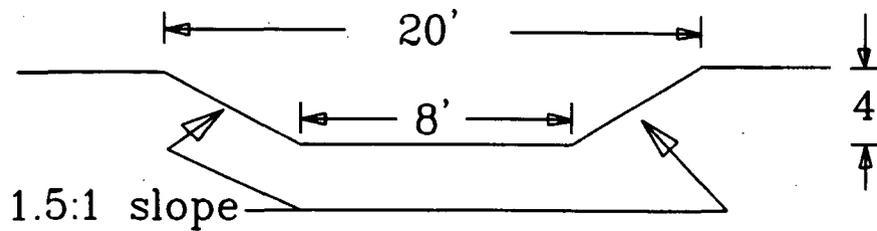
Typical Terrace Cross Section and Plan View



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

NMOCD Southwest Water Abatement SWSE & SESW Sec. 32, T30N, R9W San Juan, County, NM Project No.:	Envirotech Inc. <hr/> Environmental Scientists & Engineers 5796 US Highway 64 Farmington, New Mexico	Site Map	
		Figure 2	Date: 05/99
		DRW: HMB	PRJ MGR: HMB

## Typical Cross Section Drop Structure along north boundary of site.

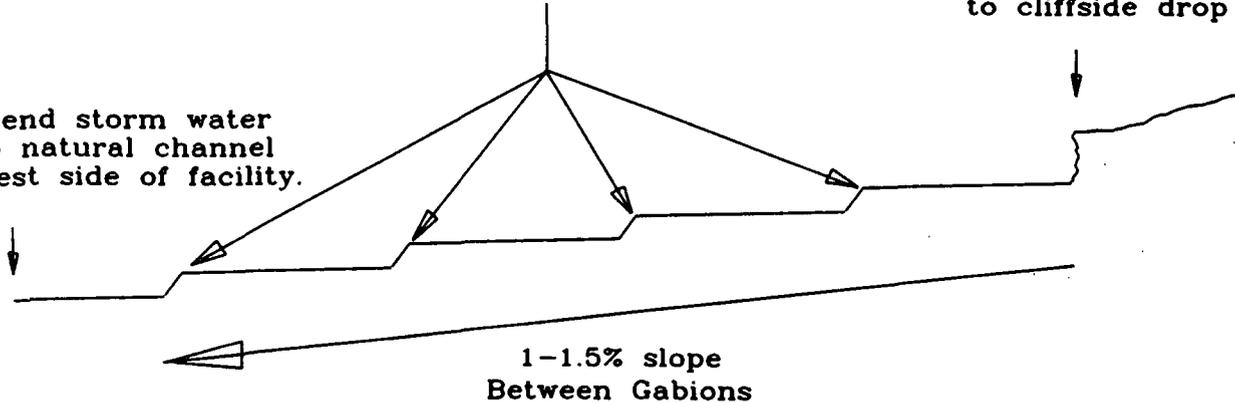


## Typical Cross Section East-west profile north channel

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 .

Blend storm water  
to natural channel  
west side of facility.



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

NO SCALE

<p><b>NMOCD</b> Southwest Water Disposal East Main Farmington, New Mexico San Juan County, NM Project No.: 95056-04</p>	<p><b>Envirotech Inc.</b> <hr style="border: 2px solid black;"/> Environmental Scientists &amp; Engineers 5796 US Highway 64 Farmington, New Mexico</p>	<p><b>Site Map</b></p>	
		<p>Figure 3</p>	<p>Date: 03/98</p>
		<p>DRW: HMB</p>	<p>PRJ MGR: CMW</p>

RIDER TO BOND INVOLVING TOXIC MATERIAL

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

FIRST:

The bond issued by Surety shall not be considered to be a substitute for or in any other way satisfy the requirement for any type of insurance that may be contained in the contract documents between the Principal, Obligees and/or Owner.

SECOND:

No suit shall be commenced against the Principal or Surety for any default in performance or for labor performed or material supplied, after two years from the date of the contract between the Principal and Obligees, or one year after substantial completion, whichever occurs last.

THIRD:

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

FOURTH:

Notwithstanding any provision contained to the contrary in the contract documents between the Principal, Obligees and/or Owner, Surety shall not be held liable or in any other respect be responsible to the Obligees or to any other person, firm or corporation for any act(s) of negligence by the Principal, its agents, servants or employees or by any contractor employed by Surety to complete the contract in the event of the Principal's default, while performing the contract, which results in personal injuries or property damage.

This the 5/27/1999.

GULF INSURANCE COMPANY  
SURETY

  
Attorney-In-Fact KATHLEEN D. DEBORD

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

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 DEPARTMENT  
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.

[Signature]  
\_\_\_\_\_  
(Witness)

[Signature]  
\_\_\_\_\_  
(Witness)

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

(Principal) \_\_\_\_\_ (Seal)

(Title) President

GULF INSURANCE COMPANY

(Surety) \_\_\_\_\_ (Seal)

[Signature]  
KATHLEEN D. DEBORD, Attorney-in-Fact



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

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

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

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

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

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

BOND NUMBER AE 6132418

PRINCIPAL:	NAME, ADDRESS CITY, STATE, ZIP
	Young Environmental Services dba Envirotech, Inc. 5796 US Highway 64 Farmington, NM 87401
	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 hereto affixed.



GULF INSURANCE COMPANY

*Christopher E. Watson*  
Christopher E. Watson  
President

STATE OF NEW YORK )  
COUNTY OF KINGS ) SS

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



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

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) SS

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

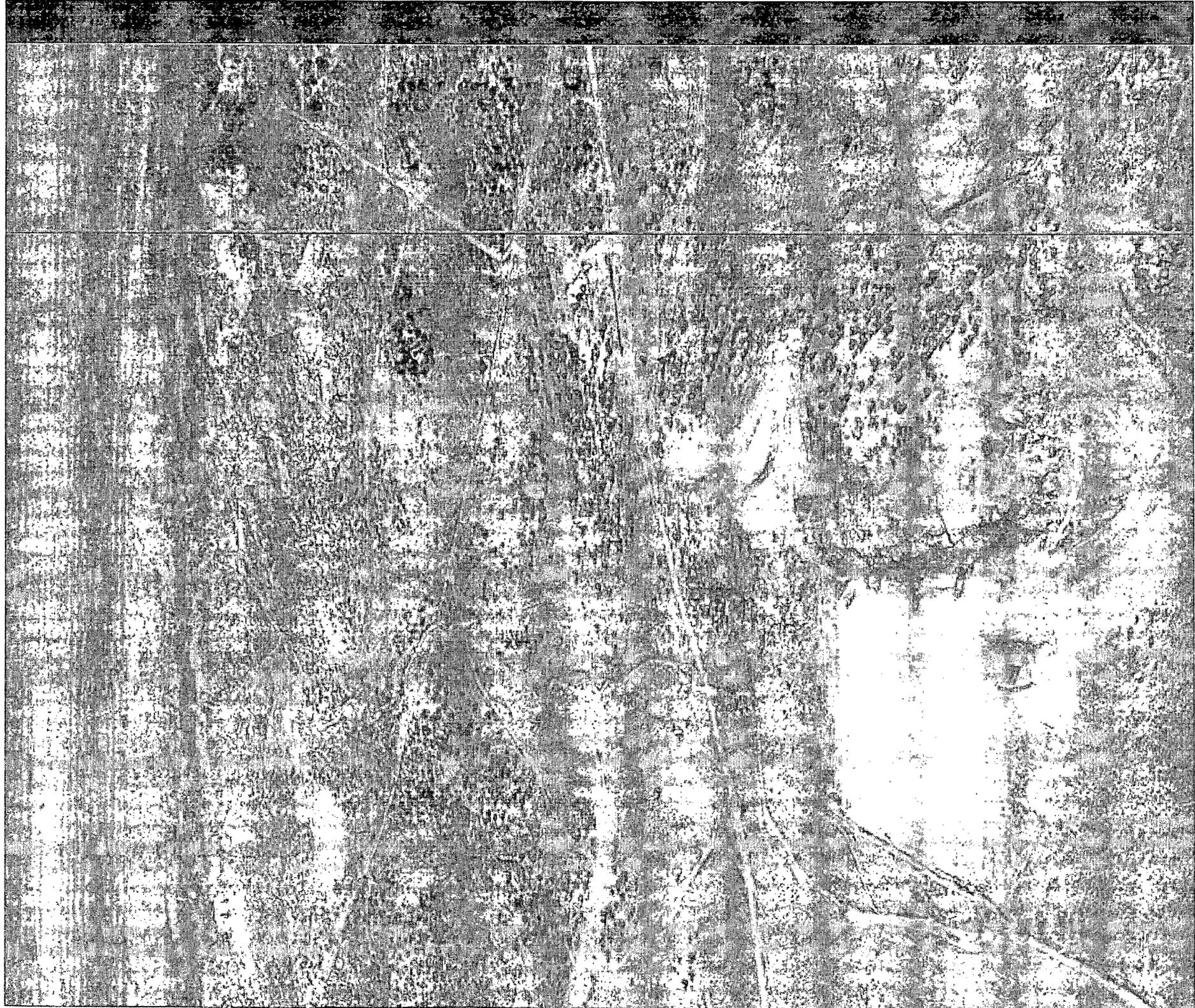
Signed and Sealed at the City of New York.

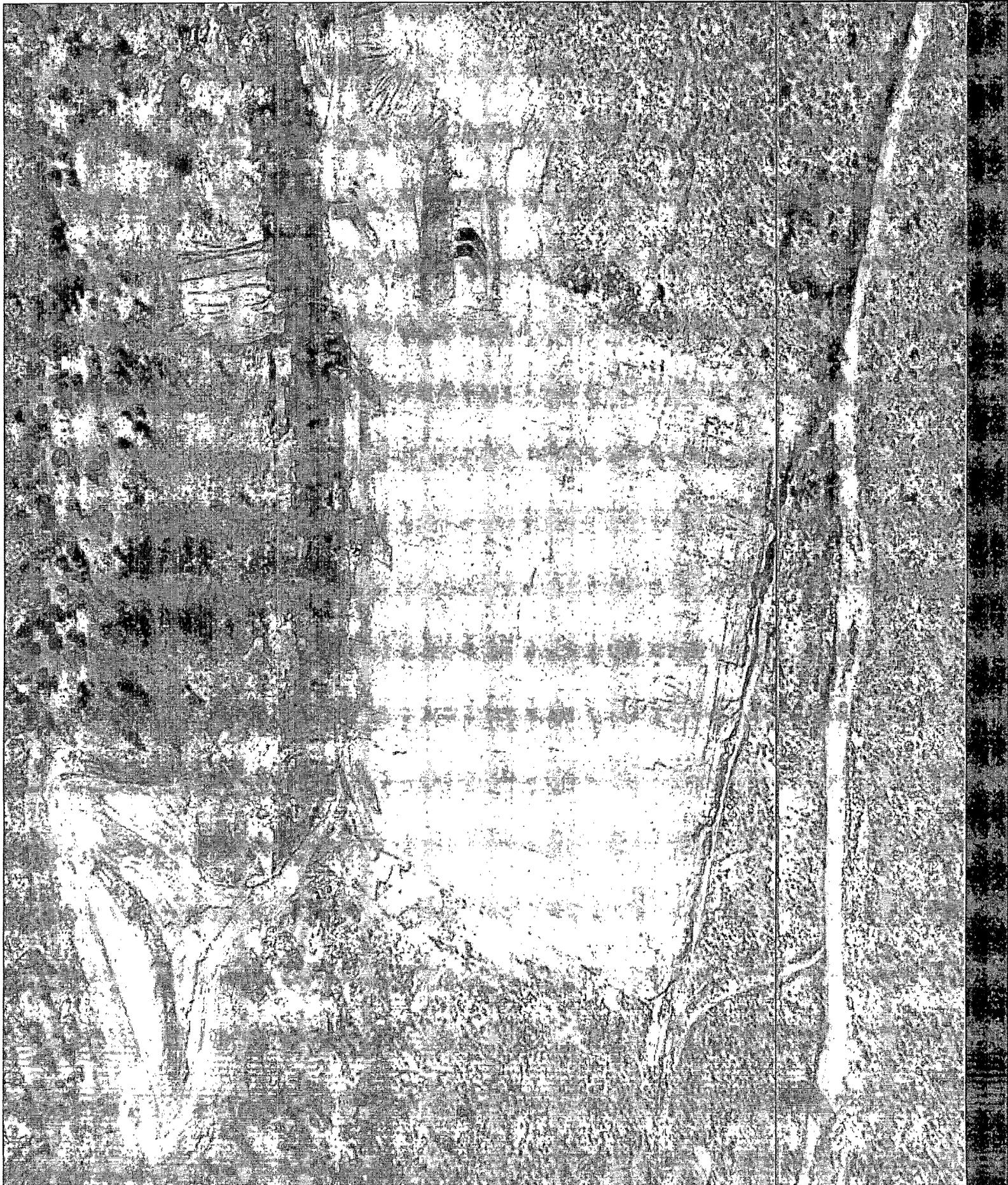


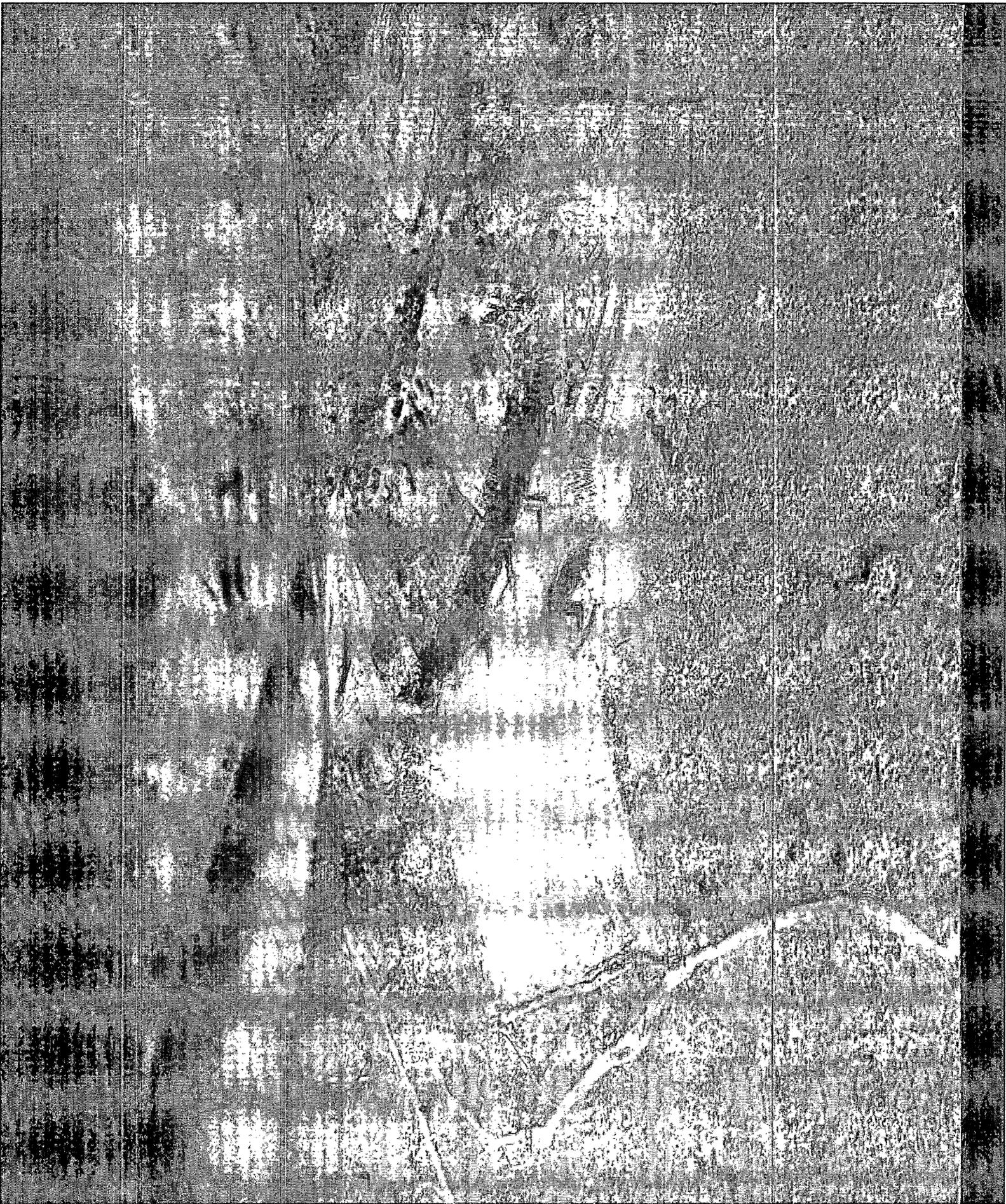
Dated the 27TH day of MAY, 19 99

*Lawrence P. Minter*

Lawrence P. Minter  
Executive Vice President







## SITE INFORMATION AND PLUGGING/REMEDIAATION/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 (H<sub>2</sub>S), 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 (¼¼ 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<sup>th</sup> 1999



GARY E. JOHNSON  
GOVERNOR

CLINTON D. HARDEN, JR.  
SECRETARY

New Mexico Department of Labor  
Labor and Industrial Division  
Rudy J. Maestas, Director

JACK A. MARTINES  
PROGRAMS DIVISIONS DIRECTOR

AUG 17 1999

August 16, 1999

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

RECEIVED  
SEP 24 1999  
OIL CON. DIV.  
DIST. 3

OIL CONSERVATION DIVISION

Dear Mr. Kieling:

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"

1596 Pacheco St., 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

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

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 Environmental Services License# 32099  
d/b/a Envirotech Inc.

Address 5796 U.S. Highway 64

City, State, ZipCode Farmington, NM 87401

Telephone (505)632-0615 Fax (505) 632-1865

Approximate Date Work to Start September 21, 1999

Estimated Completion Date September 30, 2000

Estimated Cost of Project \$133,962

Bid Opening Date May 27, 1999

Signed *Martynne Kieling*

Printed Name Martynne Kieling

Date September 20, 1999

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 PA YROLLS to this division within ten (10) working days after the close of EACH payroll period.

**LIST OF SUBCONTRACTORS: (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.**

DEPARTMENT, AGENCY OR BUREAU: <b>NM ENERGY MINERA</b>	County <b>SJ</b>	DECISION EXPIRES ON:** <b>12/14/99</b>	DECISION NUMBER: <b>SJ00-158 A</b>
TYPE OF CONSTRUCTION: - "A" STREET, HIGHWAY, UTILITY AND LIGHT ENGINEERING		LOCATION (CITY/OTHER): <b>3 MI.N. OF BLANCO; SE/4 SW/4 SECTIO</b>	DATE OF DECISION: <b>8/16/99</b>
DESCRIPTION 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.	

Survey Code	Trade Classification	Base Rate per hour	Fringe Rate per hour	Incentive Rate per hour	Subsistance Rate per hour	Apprenticeship Contribution Rate per hour
93	Bricklayer,Blocklayer, 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)	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
51	Lineman/Wireman or 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.

DEPARTMENT  
AGENCY OR BUREAU: NM ENERGY

County SJ DECISION  
EXPIRES ON: 12/14/99

DECISION  
NUMBER: SJ 00-158 A

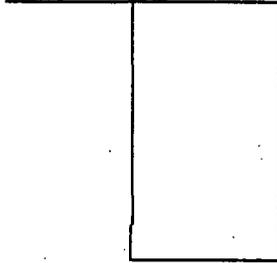
TYPE OF CONSTRUCTION: - "A"  
STREET, HIGHWAY, UTILITY AND LIGHT ENGINEERING

LOCATION (CITY/OTHER):  
3 MI N. OF BLANCO: SE/4 SW/4 SECTIO

DATE OF  
DECISION: 8/16/99

DESCRIPTION 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.



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 11 X 17 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**

Survey Code	Trade Classification	Base Rate per hour	Fringe Rate per hour	Incentive Rate per hour	Subsistance Rate per hour	Apprenticeship Contribution Rate per hour
93	Bricklayer,Blocklayer, Stonemason	13.74	0.26	-0-	-0-	n/a
52	Carpenter	9.19	0.44	-0-	-0-	n/a
53	Cement Mason	10.84	0.26	-0-	-0-	n/a
54	Ironworker	11.00	2.97	-0-	-0-	n/a
56	Painter (Brush/Roller or spray)	14.06	0.44	-0-	-0-	n/a
	<b>Electricians</b>					
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
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94	Plumber / Pipefitter	20.49	4.64	-0-	-0-	n/a
	<b>Operators</b>					
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
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n/a	Group X	13.90	0.26	-0-	-0-	n/a
	<b>Laborers</b>					
n/a	Group I	8.49	0.35	-0-	-0-	n/a
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	<b>Truck Drivers:</b>					
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.

**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. LOCO. 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.**

**GROUP I**

**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 GALLONS FLATBED, OVER 1 ½ TON.....**

**GROUP III**

**SPREADER BOX (SELF-PROPELLED); DISTRIBUTOR (ASPHALT) TRANSITE 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.....**

**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 RECEIVES 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.**

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

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.

## WEEKLY PAYROLL

GENERAL CONTRACTOR NAME:				PHONE #		SUBCONTRACTOR NAME:				PHONE #								
ADDRESS:				ADDRESS:														
PAYROLL NO.		PAYROLL PAYMENT DATE		WEEK ENDING		PROJECT NAME				PROJECT LOCATION			WAGE DECISION NO.					
NAME, ADDRESS AND SOCIAL SECURITY NO. OF EMPLOYEE		WORK CLASSIFICATION	DAY AND DATE							HOURLY RATE	HIRLY RATE	GROSS AMT. EARNED THIS PROJ.	GROSS AMT. ALL PROJECTS	DEDUCTIONS				NET AMT. PAID
			HOURS WORKED						TOTAL FOR PERIOD					PD. IN FRINGE BENEFITS	SOCIAL SECURITY	WIFI- (HOLIDAY)	STATE TAX	
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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.

# STATEMENT OF COMPLIANCE

I, \_\_\_\_\_ do hereby state.  
(Name of Signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by \_\_\_\_\_  
(Contractor or Subcontractor)  
 on the \_\_\_\_\_; that during the payroll period commencing on the \_\_\_\_\_ day of \_\_\_\_\_  
(Name of Project)  
 \_\_\_\_\_, 19\_\_\_\_\_. And ending the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_, all persons  
 employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly,  
 to or on behalf of said \_\_\_\_\_ from the full weekly wages earned by any person  
(Contractor or Subcontractor)  
 and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law. Anyone found in violation of the New Mexico Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained therein are not less than the applicable wage rates incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state ( SAC) and/or federal agency(ies) (BAT) if and as required by law and applicable federal regulation.

(4) That:

(a) **WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM** (Name of Plan, Fund, or Program)

\_\_\_\_\_ (Name and Address of Plan, Fund, or Program)  
 In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. (Check applicable blank)

(b) **WHERE FRINGE BENEFITS ARE PAID IN CASH**

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of \_\_\_\_\_ the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) **EXCEPTIONS:**

EXCEPTION (Craft)	EXPLANATION

Section 13-4-D-1 to Section 13-4-D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. 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.

5. **REMARKS:** (Check applicable blank) \_\_\_\_\_ Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Division. \_\_\_\_\_ Check paid to: Name of Approved Apprenticeship & Training Program (Address): \_\_\_\_\_

Program No. \_\_\_\_\_

ADDITIONAL REMARKS:

6. NAME (Last, First, Middle Initial)	7. SIGNATURE & Phone #	8. TITLE
		DATE:

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.



GARY E. JOHNSON  
GOVERNOR  
CLINTON D. HARDEN, JR.  
SECRETARY

NEW MEXICO DEPARTMENT OF LABOR  
LABOR AND INDUSTRIAL DIVISION  
Rudy J. Maestas, Director

JACK A. MARTINES  
PROGRAMS DIVISIONS 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 CONTACT OUR OFFICE AT: (505) 827-6897**

#### **"An Equal Opportunity Employer"**

- |   |   |  |
|---|---|--|
| <input checked="" type="checkbox"/> 1596 Pacheco St., Ste. 105, Santa Fe, NM 87501<br>Director's Office - (505) 827-6875<br>Public Works Bureau - (505) 827-6897<br>Wage and Hour Bureau - (505) 827-6835 / 827-6898<br>Student Labor - (505) 827-6830<br>Fax# - (505) 827-1664 | <input type="checkbox"/> P.O. Box 1708, Las Cruces, NM 88004-1708<br>Wage and Hour Bureau - (505) 524-6195<br>Fax# - (505) 524-6194<br><input type="checkbox"/> P.O. Box NM, Carlsbad, NM 88220<br>Wage and Hour Bureau - (505) 885-5072<br>Fax# - (505) 885-9748 | <input type="checkbox"/> 501 Mountain Rd., NE, Albuquerque, NM 87102<br>Wage and Hour Bureau - (505) 841-8983<br>Fax# - (505) 841-9317<br><input type="checkbox"/> 501 Mountain Rd., NE, Albuquerque, NM 87102<br>Apprenticeship - (505) 841-8989<br>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

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

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 *RS*  
(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.

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

NM 87503

**RECEIVED**  
APR 27 1999  
**OIL CON. DIV.**  
DIST. 3

FOB POINT: JOBSITE  
REQUESTED DELIVERY:  
WITHIN 2 WEEKS ARO

INVOICE:  
SAME

VENDOR'S DELIVERY: \_\_\_\_\_  
DELIVERY MAY BE CONSIDERED IN  
THE AWARD.

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

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

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

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

IF APPLICABLE - BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S)  
AMENDMENT NO: \_\_\_\_\_ 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.
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 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 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

**IMPORTANT BIDDING INFORMATION**

**RESIDENT MANUFACTURER PREFERENCE** – To expedite the determination of eligibility for the 5% Resident Manufacturer Preference, vendor must complete the following if applicable:

I (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 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, provide information and data 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.

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. Re-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 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**

**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

PAGE 3

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

0001 - INVITATION FOR BIDS (IFB) FOR THE PLUGG-  
ING/REMEDICATION/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"):

<b>OPERATOR</b>	<b>LOCATION</b>	<b>COUNTY</b>
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:	<b>Martyne Kieling</b>
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 CERTIFICATE OF INSURANCE naming the *State of New Mexico, Oil Conservation Division* as "Additional Insured", "Co-insured", or "Certificate Holder" prior to actual award of the contract.

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

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

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

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

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

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

**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 (H<sub>2</sub>S), 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 (¼ 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.~~

~~April 16, 1999.~~  
MAY 5

10:30 AM

11<sup>th</sup> @ 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 State of New Mexico Taxation and Revenue identification number, signed and dated plus a federal nine digit Taxpayer Identification Number (Employer Identification).
13. Unless the bidder has previously been approved by EMNRD-OCD for well-plugging/remediation/restoration services, bidder must submit a statement of the bidder's background and experience which qualifies the bidder to perform the services requested by this IFB. Such statement shall include how long the bidder has been performing such services, the experience of the principals and references of at least five persons for whom the bidder has performed such services, including names addresses, phones and the name of the contact person.

14. Failure by the successful bidder to return the signed contract with acceptable insurance certificate and any other requirements of the invitation to bid within fifteen (15) working days after receipt via certified mail of the Notice of Award shall be just cause for the cancellation of the award.

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

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

#### *GENERAL CONDITIONS:*

##### 1. General Statement

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

##### 2. Confidentiality

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

##### 3. Inspection

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

##### 4. Status of the Contractor

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

##### 5. Assignment

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

#### 6. Subcontracting

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

#### 7. Records and Audit

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

#### 8. Release

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

#### 9. Civil and Criminal Liability Notice

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

#### 10. Equal Opportunity Compliance

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

#### 11. Applicable Law

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

#### 12. Waiver

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

### 13. Indemnification

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

### 14. Duty to Insure

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

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

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

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

### 15. Suspension of Work

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

### 16. Attorney's Fees and Costs

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

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

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

WELL/WELL SITE PLUGGING/REMEDATION/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:	<b>Martyne Kieling</b>
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 than the amounts specified in the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, N.M.S.A. 1978.

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

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

## 22 Disputes

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

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

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

**22.3** Upon receipt of the Contractor's request for an appeal, the Secretary or an authorized representative shall make prompt arrangements to meet with the Contractor to review the material considered by the

Director of the Oil Conservation Division in reaching a final decision. The Secretary's final decision shall be delivered by certified mail within ten (10) working days after such meeting. The decision of the Secretary shall be final.

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

**23 Attorney's Fees and Costs**

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

**24 Suspension of Work**

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

**25 Signatures**

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

**FOR:**

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

By: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

**FOR:**

\_\_\_\_\_  
**(Contractor)**  
**Federal ID #** \_\_\_\_\_

By: \_\_\_\_\_  
Title

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 - Minimum 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	\$	per cubic yard



**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.

<b>BIDDER MUST COMPLETE AND SIGN</b>	
_____	
Bidder Name	
_____	
Street Address	
_____	_____
City	S t a t e
	Zip
_____	
Telephone	
_____	_____
Authorized Signature	Date

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

TOTAL TURNKEY BID  
\$ \_\_\_\_\_

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: \_\_\_\_\_

DEPARTMENT, ENERGY, MINERALS & AGENCY OR BUREAU: NATURAL RES. DEPT.		County SJ	DECISION EXPIRES ON: 7/30/99	DECISION SJ 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	<p>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 &amp; SEED PREPARATION.</p> <p>TYPE "H" (HEAVY): CLOSE COMMERCIAL SURFACE WATER DISPOSAL FACILITY - REMOVAL/DISPOSAL OF FLUIDS IN TANKS: REMOVAL/DISPOSAL OF TANKS, ETC.: REMOVAL/DEMOLITION &amp; DISPOSAL OF BUILDINGS, ETC.: AND PLUGGING MONITORING WELLS.</p>			

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 11 X17 POSTER. IF ANYBODY HAS ANY FUTURE QUESTIONS PLEASE 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**

Survey Code	Trade Classification	Base Rate per hour	Fringe Rate per hour	Incentive Rate per hour	Subsistence Rate per hour	Apprenticeship Contribution Rate per hour
93	Bricklayer,Blocklayer, 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)	14.06	0.44	-0-	-0-	n/a
	<b>Electricians</b>					
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
51	Lineman/Wireman or 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
	<b>Operators</b>					
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
	<b>Laborers</b>					
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
	<b>Truck Drivers</b>					
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: Subsistence and Incentive do not apply on "A" rates as per Rules & Regulations.

**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. LOCOMOTIVE; 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 OPR.; 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; BACKHOE, 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; PILEDRIWER; BACKHOE, CLAMSHELL, DRAGLINE, GRADALL, SHOVEL (3/4 CY TO 3 CY); CRANES (CRAWLER 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.**

**GROUP I**

**PICK-UP TRUCK ¾ 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 ½ 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 RECEIVES 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.**

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



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.

DEPARTMENT, ENERGY, MINERALS & NATURAL AGENCY OR BUREAU: RES. DEPT.		County SJ	DECISION EXPIRES ON: 7/30/99	DECISION NUMBER: SJ 99-1104 A/H
TYPE OF CONSTRUCTION: - "H" GENERAL BUILDING		LOCATION SE/4 SW/4 32-30N-9W (CITY/OTHER): SAN JUAN		DATE OF DECISION: 4/1/99
DESCRIPTION OF WORK	<p>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 &amp; SEED PREPARATION.</p> <p>TYPE "H" (HEAVY): CLOSE COMMERCIAL SURFACE WATER DISPOSAL FACILITY - REMOVAL/DISPOSAL OF FLUIDS IN TANKS: REMOVAL/DISPOSAL OF TANKS, ETC.: REMOVAL/DEMOLITION &amp; DISPOSAL OF BUILDINGS, ETC.: AND PLUGGING MONITORING WELLS.</p>			

WAGE RATES FOR CARPENTERS, ETC. ARE ON THE SECOND PAGE. OPERATORS, TRUCK DRIVER 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, 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 Code	Trade Classification	Base Rate per hour	Fringe Rate	Incentive Rate	Subsistance	Apprenticeship Contribution
35	Asbestos Worker/Heat & Frost Insulator	18.90	4.58	-0-	-0-	0.17
36	Boilermaker	19.58	7.70	-0-	-0-	0.56
37	Bricklayer, Blocklayer, 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 '98 Hrs)	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
	<b>Electricians</b>					
	<b>Outside Classifications:</b>					
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
42	Lineman or 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
	<b>Inside Classifications:</b>					
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
	<b>Operators</b>					
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
	<b>Laborers</b>					
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
	<b>Truck Drivers</b>					
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.

**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 ASPHALT); 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 ¾ 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, CLAMHELL, DRAGLINE, GRADALL SHOVAL (¾ 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, CLAMHELL, 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.**

**LABORERS\*\*\***

**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 & 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.....**

**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)**

**LABORERS AND HANDMUCKERS.....**

**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 SETTERS; TIMBERMEN (WOOD OR STEEL); TUNNEL LINER; PLATE SETTERS; ALL CUTTING & WELDING INCIDENTAL TO MINERS WORK.....**

**GROUP IX -(TUNNEL WORKERS)**

**POWDERMEN.....**

**GROUP X -(TUNNEL WORKERS)**

**SHIFTERS.....**

**TRUCK DRIVERS ON THE NEXT PAGE.**

GROUP I

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

GROUP II

DUMP TRUCK, 8 TO 16 CUBIC YARDS; TANK TRUCK, UNDER 6,000 GALLONS; FLATBED, OVER 1 ½ 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 ABOOR 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 INFORMATION.

CERTIFICATION SHOWING REGISTRATION STATUS OF APPRENTICES MUST ACCOMPANY THE FIRST FULL PAYROLL ON WHICH EACH APPRENTICE FIRST APPEAR. 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 CONTRACTOR IN A PROMINENT AND EASILY ACCESSIBLE PLACE AT THE SITE OF THE WORK. JOB DESCRIPTIONS FOR CLASSIFICATIONS LISTED ON THIS WAGE DECISION ARE AVAILABLE AT THE LABOR & INDUSTRIAL DIVISION, PUBLIC WORKS BUREAU, SANTA FE, NEW MEXICO.

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.



**T** IERRA  
**E** NVIRONMENTAL  
**C** OMPANY  
**I** NC.

PHONE: (505) 334-8894  
FAX: (505) 314-9624

P.O. DRAWER 15258  
FARMINGTON, NM 87401

E-mail Address: [ted@cyberport.com](mailto:ted@cyberport.com)

---

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

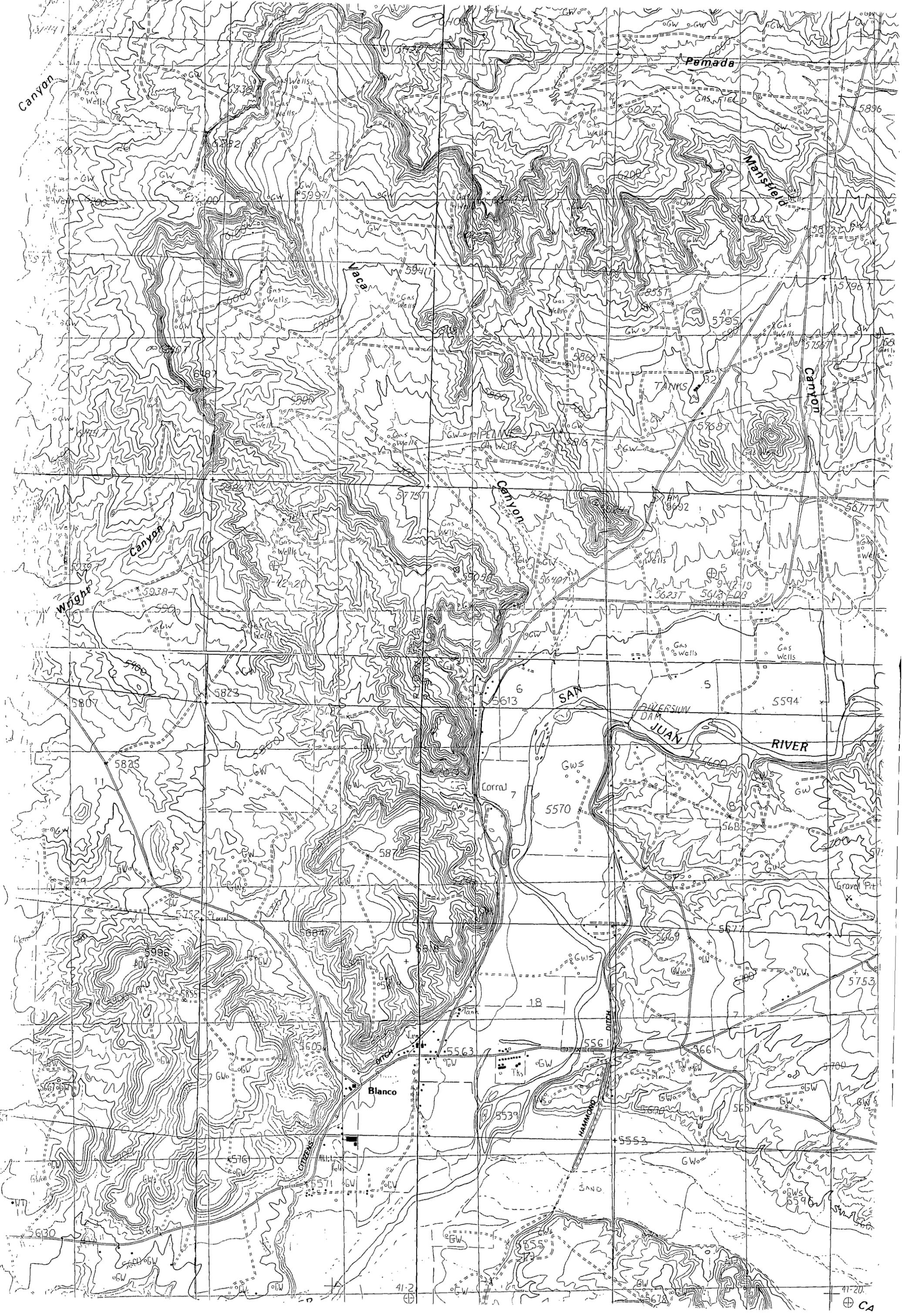
J.P.,

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

- |                                       |                                  |
|---------------------------------------|----------------------------------|
| 1. Eavirotech                         | \$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.    |
| 4. 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.   |
| 7. Rowland Trucking DBA/Key Energy    | \$209,333.00 with bid bond.      |
| 8. 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).
- 3) 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.
- 5) 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 be 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 where 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 sacaton (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



NORM SURVEY DATA SHEET

Facility / location: NM OGD 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: (X)

Background Radiation Level: 0.03 mR/hr

Description of material surveyed:

MISC. PLASTIC PIPE AND ASSORTED VALVING -  
MISC. MATERIAL IN AND AROUND PUMP HOUSE.

Item / Material Surveyed:

Waste Material: \_\_\_\_\_ approx. gals

Equipment:

mR/hr: 0.07

Manufacturer: N/A

Serial No: N/A

Description: N/A

Job No: N/A

Comments:

Survey Conducted by: GARY W HOWE  
(Print Name)

Gary W Howe  
(Signature)

NORM SURVEY DATA SHEET

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: (X)

Background Radiation Level: 0.03 mR/hr

Description of material surveyed:

210 Bbl TANK

Item / Material Surveyed:

Waste Material: \_\_\_\_\_ approx. gals

Equipment:

mR/hr: 0.03

Manufacturer: PANHANDLE STEEL

Serial No: 4932

Description: 210 Bbl TANK

Job No: N/A

Comments:

Survey Conducted by: GARY W HOWE  
(Print Name)

Gary W Howe  
(Signature)

NORM SURVEY DATA SHEET

Facility / location: NM OGD 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: (X)

Background Radiation Level: 0.03 mR/hr

Description of material surveyed:

400 Bbl TANK

Item / Material Surveyed:

Waste Material: \_\_\_\_\_ approx. gals

Equipment:

mR/hr: 0.03

Manufacturer: PERMIAN TANK

Serial No: 17671

Description: 400 Bbl TANK

Job No: \_\_\_\_\_

Comments:

Survey Conducted by: GARY W HOWE

(Print Name)

Gary W Howe

(Signature)

NORM SURVEY DATA SHEET

Facility / location: NM OGD 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: (X)

Background Radiation Level: 0.03 mR/hr

Description of material surveyed:

100 Bbl TANK

Item / Material Surveyed:

Waste Material: \_\_\_\_\_ approx. gals

Equipment:

Manufacturer: AMERICAN TANK

mR/hr: 0.04

Serial No: 70

Description: 100 Bbl TANK

Job No: \_\_\_\_\_

Comments:

Survey Conducted by: GARY W HOWE

(Print Name)

Gary W Howe

(Signature)

NORM SURVEY DATA SHEET

Facility / location: NM OGD 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: (X)

Background Radiation Level: 0.03 mR/hr

Description of material surveyed:

FRAC TANK

Item / Material Surveyed:

Waste Material: \_\_\_\_\_ approx. gals

Equipment:

mR/hr: 0.05

Manufacturer: UNKNOWN

Serial No: UNKNOWN

Description: FRAC TANK

Job No: \_\_\_\_\_

Comments:

FRAC TANK located on the upper level - EASTERN  
MOST FRAC TANK

Survey Conducted by: GARY W HOWE  
(Print Name)

Gary W Howe  
(Signature)

NORM SURVEY DATA SHEET

Facility / location: NM OGD 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: (X)

Background Radiation Level: 0.03 mR/hr

Description of material surveyed:

FRAC TANK

Item / Material Surveyed:

Waste Material: \_\_\_\_\_ approx. gals

Equipment:

mR/hr: 0.03

Manufacturer: UNKNOWN

Serial No: UNKNOWN

Description: FRAC TANK

Job No: \_\_\_\_\_

Comments:

FRAC TANK located on the upper level - western  
most FRAC TANK

Survey Conducted by: GARY W HOWE

(Print Name)

Gary W Howe

(Signature)

NORM SURVEY DATA SHEET

Facility / location: NM OGD 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: (X)

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: UNKNOWN

Serial No: UNKNOWN

Description: STORAGE TANK

Job No: \_\_\_\_\_

Comments:

BLACK TANK LOCATED ON THE LOWER LEVEL - EASTERN  
MOST TANK

Survey Conducted by:

GARY W HOWE  
(Print Name)

Gary W Howe  
(Signature)

NORM SURVEY DATA SHEET

Facility / location: NM OGD 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: (X)

Background Radiation Level: 0.03 mR/hr

Description of material surveyed:

Storage Tank

Item / Material Surveyed:

Waste Material: \_\_\_\_\_ approx. gals

Equipment:

mR/hr: 0.03

Manufacturer: UNKNOWN

Serial No: UNKNOWN

Description: Storage Tank

Job No: \_\_\_\_\_

Comments:

Black Tank located on the lower level - Western most tank

Survey Conducted by: GARY W HOWE  
(Print Name)

Gary W Howe  
(Signature)

# ENVIROTECH INC.

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

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



	2	Mad Max		10:36 AM	20			2	Rock Springs #20		09:12 AM	20
	3	Cordova		10:45 AM	20			3	Rock Springs #19		09:20 AM	20
	4	LTK		10:56 AM	20			4	Rock Springs #105		09:25 AM	20
	5	Rock Springs #20		11:13 AM	20			5	Rock Springs #77		09:30 AM	20
	6	Rock Springs #106		11:25 AM	20			6	Cordova		09:50 AM	20
	7	Rock Springs #19	12077	11:30 AM	20			7	LTK		09:55 AM	20
	8	Rock Springs #18		11:40 AM	20			8	Rock Springs 105B		10:30 AM	20
	9	Rock Springs #77		11:50 AM	20			9	Mad Max		10:36 AM	20
	10	Rock Springs #105B		12:00 PM	20			10	Cordova		10:45 AM	20
	11	Mad Max		12:35 PM	20			11	LTK		10:56 AM	20
	12	Cordova		12:45 PM	20			12	Rock Springs #20		11:13 AM	20
	13	LTK		12:50 PM	20			13	Rock Springs #S-106		11:25 AM	20
	14	Rock Springs #19		01:00 PM	20			14	Rock Springs #19		11:30 AM	20
	15	Rock Springs #106		01:18 PM	20	09-30-99		15	Rock Springs #18	12076	11:40 AM	20
	16	Rock Springs #18		01:35 PM	20			16	Rock Springs #77		11:50 AM	20
		Inferno/Valencia		01:40 PM	12			17	Rock Springs #105B		12:00 PM	20
	17	Rock Springs #19		01:45 PM	20			18	Mad Max		12:35 PM	20
	18	Rock Springs 105B		02:00 PM	20			19	Cordova		12:45 PM	20
	19	Mad Max		02:05 PM	20			20	LTK		12:50 PM	20
		Inferno/Valencia	12077	12:00 PM	12			21	Rock Springs #20		01:00 PM	20
		Inferno/Valencia		01:35 PM	12			22	Rock Springs #S-106		01:18 PM	20
	20	Cordova		02:30 PM	20			23	Rock Springs #18		01:35 PM	20
	21	LTK		02:30 PM	20			24	Rock Springs #105B		02:00 PM	20
	22	Rock Springs S-106		03:00 PM	20			25	Mad Max			20
	23	Rock Springs #20		03:10 PM	20			26	Cordova			20
	24	M&M #94		03:15 PM	20			27	LTK			20
	25	Rock Springs #18		03:25 PM	20	09-30-99			Inferno/Valencia	12080	12:00 PM	12
	26	Rock Springs #19		03:30 PM	20			28	Rock Springs #S-106		03:00 PM	20
	27	Inferno/Valencia		03:35 PM	12			29	Rock Springs #20		03:10 PM	20
	28	Rock Springs #105B		03:45 PM	20			30	M&M #94		03:15 PM	20
	29	Mad Max		04:00 PM	20			31	Rock Springs #18		03:25 PM	20
	30	Cordova		04:10 PM	20			32	Rock Springs #19		03:30 PM	20
	31	LTK		04:20 PM	20				Valencia		03:35 PM	12
	32	Rock Springs #S-106	12084	04:50 PM	20				Valencia		01:00 PM	12
	33	Rock Springs #20		04:55 PM	20			33	Rock Springs #105B		03:45 PM	20
	34	M&M #94		05:00 PM	20			34	Mad Max		04:00 PM	20
	35	Rock Springs #19		05:10 PM	20			35	Cordova		04:10 PM	20
	36	Rock Springs #105		05:15 PM	20			36	LTK		04:20 PM	20
	(40) 37	Rock Springs #105B		05:30 PM	20			37	Rock Springs #S-106		04:50 PM	20
	38	Mad Max		05:35 PM	20	09-30-99		38	Rock Springs #20		04:55 PM	20
	39	Cordova		05:40 PM	20			39	M&M #94	12078	05:00 PM	20
		Skimmer Pit Bid 810 cy			808							
1		Inferno/Valencia		05:20 PM	12	09-30-99		40	Rock Springs #19		05:10 PM	20
2		LTK		05:45 PM	20			41	Rock Springs #105		05:15 PM	20
10-01-99		Valencia	12083	08:30 AM	12				Valencia		05:20 PM	12
3		Mad Max		08:40 AM	20			42	Rock Springs #105B		05:30 PM	20

4		Cordova		08:45 AM	20		43	Mad Max		05:45 PM	20
5		LTK		08:50 AM	20		44	Cordova		05:50 PM	20
6		M&M #94		09:05 AM	20		45	LTK		05:55 PM	20
7		M&M #95		09:10 AM	20						
8		Rock Springs #20		09:15 AM	20						
9		Rock Springs #19		09:20 AM	20						
10		Rock Springs #18		09:30 AM	20	10-01-99		Valencia	12082	08:30 AM	12
11		Rock Springs #105B		09:40 AM	20		46	Cordova		08:45 AM	20
12		Rock Springs #S77		09:50 AM	20		47	LTK		08:50 AM	20
13		Mad Max		10:20 AM	20		48	M&M #94		09:05 AM	20
14		Valencia		10:25 AM	12		49	M&M #98		09:10 AM	20
15		Cordova		10:30 AM	20		50	Rock Springs #20		09:15 AM	20
16		LTK	12106	10:35 AM	20		51	Rock Springs #19		09:20 AM	20
17		M&M #94		10:50 AM	20		52	Rock Springs #18		09:30 AM	20
18		M&M #98		10:55 AM	20		53	Rock Springs #105B		09:40 AM	20
19		Rock Springs #20		11:00 AM	20		54	Rock Springs #S77		09:50 AM	20
20		Rock Springs #19		11:15 AM	20			Valencia		10:25 AM	12
21		Rock Springs #18		11:20 AM	20		55	Cordova		10:30 AM	20
22		Rock Springs L-77		11:30 AM	20		56	LTK		10:35 AM	20
23		Rock Springs #S77		11:35 AM	20		57	Barela		10:45 AM	20
24		Rock Springs #105B		11:40 AM	20	10-01-99	58	Barela		12:35 PM	20
		Valencia		12:10 PM	12						
25		Cordova		12:10 PM	20						
26		LTK		12:15 PM	20						
27		Barela		12:35 PM	20						
28		M&M #94		12:40 PM	20						
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						
32		Rock Springs #18		01:10 PM	20						
33		Rock Springs #S-77		01:15 PM	20						
34		Rock Springs #105B		01:25 PM	20						
35		Rock Springs #L-77		01:40 PM	20						
36		Cordova		02:05 PM	20						
37		LTK		02:05 PM	20						
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						
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						
	10-04-99	Valencia	12104	09:30 AM	12						
47		Cordova		09:35 AM	20						
48		LTK		09:35 AM	20						
49		Gurule		09:40 AM	20						

50	Mad Max		09:45 AM	20	
51	Envirotech #548		10:00 AM	12	
52	Valencia		11:05 AM	12	
53	Cordova		11:10 AM	20	
54	LTK		11:15 AM	20	
55	Gurule		11:20 AM	20	
56	Mad Max		11:35 AM	20	
57	Cordova		01:05 PM	20	
	Envirotech #548		11:45 AM	12	14
58	LTK		01:10 PM	20	
59	Mad Max	12109	01:15 PM	20	
60	Gurule		01:20 PM	20	

*12 ballage  
f. and Dumps = 4000*

Skimmer Pit Total (Extra)

1208  
2016

Clean Backfill Total

1232

Contract for 810 cubic yards

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

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

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

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:	EMNRD - OCD	Project #:	900503
Sample ID:	Black Poly Drum	Date Reported:	10-02-99
Lab ID#:	G147	Date Sampled:	10-01-99
Sample Matrix:	Liquid	Date Received:	10-01-99
Preservative:	Cool	Date Analyzed:	10-02-99
Condition:	Cool and Intact	Chain of Custody:	7415

Parameter	Result
-----------	--------

<b>IGNITABILITY:</b>	<b>Negative</b>	
<b>CORROSIVITY:</b>	<b>Negative</b>	<b>pH = &lt;0.01</b>
<b>REACTIVITY:</b>	<b>Positive</b>	

### 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.**

  
\_\_\_\_\_  
Analyst

  
\_\_\_\_\_  
Review

## SUSPECTED HAZARDOUS WASTE ANALYSIS

Client:	EMNRD - OCD	Project #:	900503
Sample ID:	55 Gal & 5 Gal	Date Reported:	10-02-99
Lab ID#:	G148	Date Sampled:	10-01-99
Sample Matrix:	Liquid	Date Received:	10-01-99
Preservative:	Cool	Date Analyzed:	10-02-99
Condition:	Cool and Intact	Chain of Custody:	7415

Parameter	Result
-----------	--------

<b>IGNITABILITY:</b>	<b>Positive</b>	
<b>CORROSIVITY:</b>	<b>Negative</b>	<b>pH = 7.73</b>
<b>REACTIVITY:</b>	<b>Negative</b>	

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

  
Review

# ENVIROTEC LABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

## 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

  
Review

# ENVIROTECH LABS

PRACTICAL SOLUTIONS FOR A BETTER TOMORROW

## EPA METHOD 8015 Modified Nonhalogenated Volatile Organics Total Petroleum Hydrocarbons

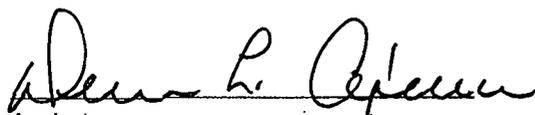
Client:	EMNRD - OCD	Project #:	900503
Sample ID:	Sump Along Cliff	Date Reported:	10-02-99
Laboratory Number:	G150	Date Sampled:	10-01-99
Chain of Custody No:	7415	Date Received:	10-01-99
Sample Matrix:	Soil	Date Extracted:	10-02-99
Preservative:	Cool	Date Analyzed:	10-02-99
Condition:	Cool and Intact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

  
Review

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/QC	Date Reported:	10-02-99
Laboratory Number:	G140	Date Sampled:	N/A
Sample Matrix:	Methylene Chloride	Date Received:	N/A
Preservative:	N/A	Date Analyzed:	10-02-99
Condition:	N/A	Analysis Requested:	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)	Concentration	Detection Limit
Gasoline Range C5 - C10	ND	0.2
Diesel Range C10 - C28	ND	0.1
Total Petroleum Hydrocarbons	ND	0.2

Duplicate Conc. (mg/Kg)	Sample	Duplicate	% Difference	Accept. Range
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

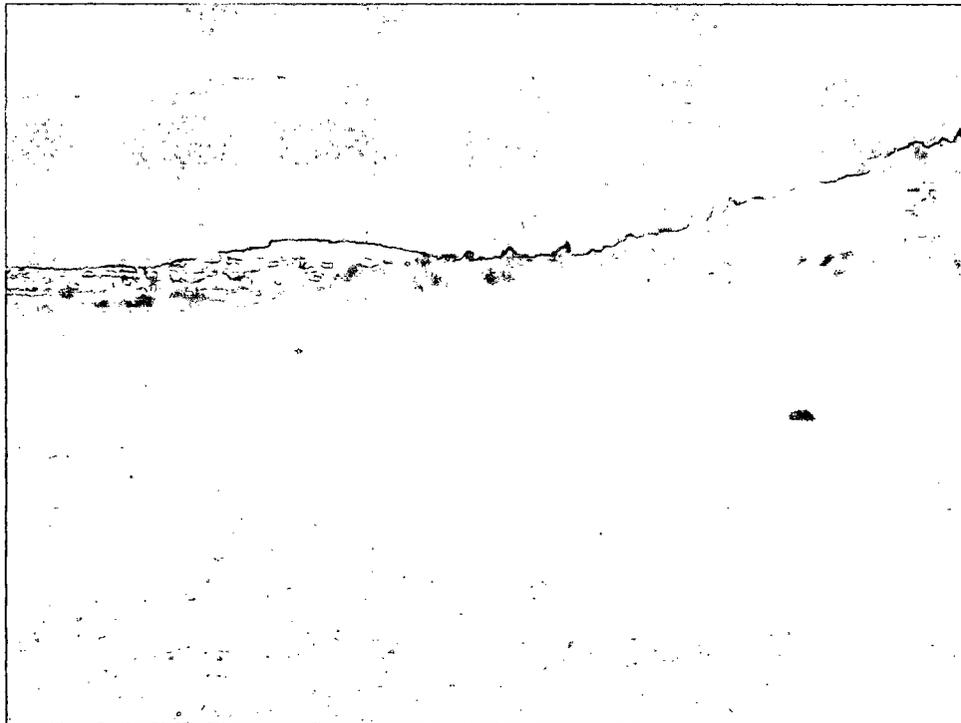
# CHAIN OF CUSTODY RECORD

7415

Client / Project Name <b>EM NRD-000</b> <del>Waco</del>			Project Location <b>Southwest Water Disposal</b>		ANALYSIS / PARAMETERS									
Sampler: <b>HARLAN W. BROWN</b>			Client No. <b>99005-03</b>		No. of Containers	RCRA	RCI	8015 TPH					Remarks	
Sample No./ Identification	Sample Date	Sample Time	Lab Number	Sample Matrix										
<b>Black Poly Drum</b>	<b>10.1.99</b>	<b>14:00</b>	<b>G147</b>	<b>Liquid</b>	1	✓								
<b>55 gal &amp; 5 gal</b>	<b>10.1.99</b>	<b>14:15</b>	<b>G148</b>	<b>Liquid</b>	1	✓								<b>Leaking Drum &amp; Bucket overpacked</b>
<b>Skimmer Pit</b>	<b>10.1.99</b>	<b>14:50</b>	<b>G149</b>	<b>Soil</b>	1			✓						<b>5 pt. bottom</b>
<b>Sump Along Cliff</b>	<b>10.1.99</b>	<b>15:03</b>	<b>G150</b>	<b>Soil</b>	1			✓						<b>5 pt. out of Stockpile</b>
Relinquished by: (Signature) <i>Harlan W. Brown</i>			Date <b>10.1.99</b>	Time <b>16:50</b>	Received by: (Signature) <i>Don L. Ayres</i>			Date <b>10.1.99</b>	Time <b>16:50</b>					
Relinquished by: (Signature)					Received by: (Signature)									
Relinquished by: (Signature)					Received by: (Signature)									
<b>ENVIROTECH INC.</b>										Sample Receipt				
5796 U.S. Highway 64 Farmington, New Mexico 87401 (505) 632-0615											Y	N	N/A	
										Received Intact	✓			
										Cool - Ice/Blue Ice	✓			



View NW at former pipe storage area



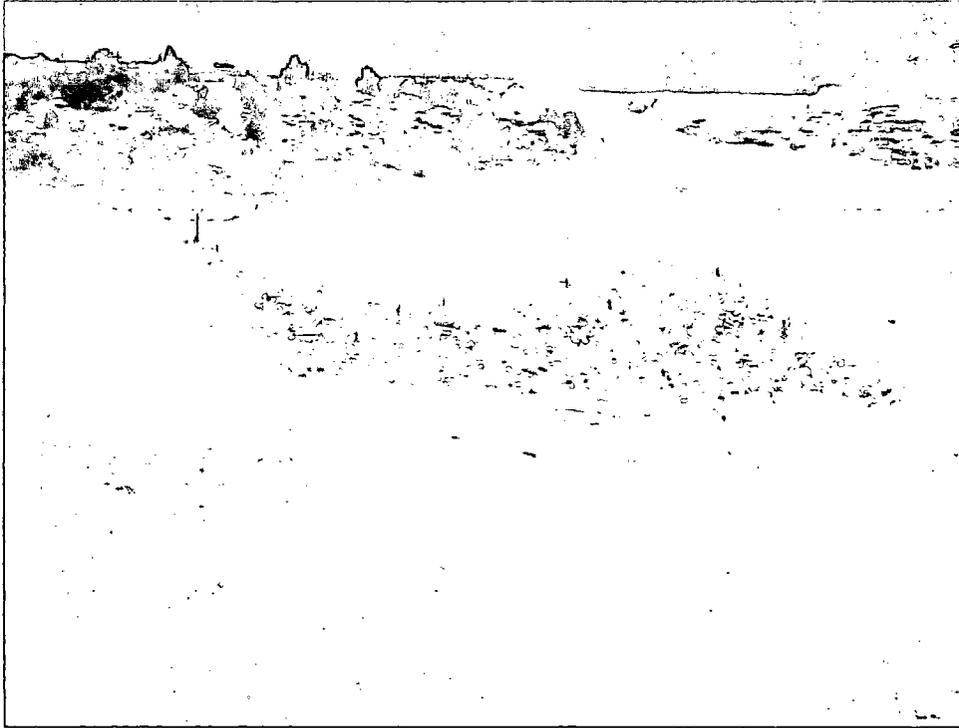
View North from former pit area



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



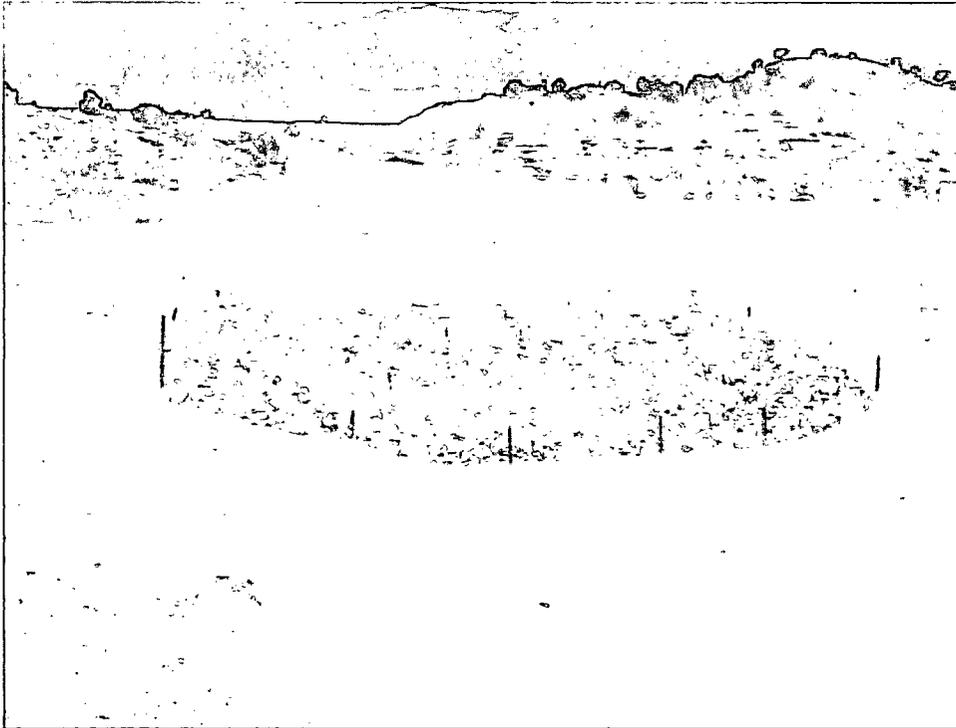
View northeast - Typical contour and mulch



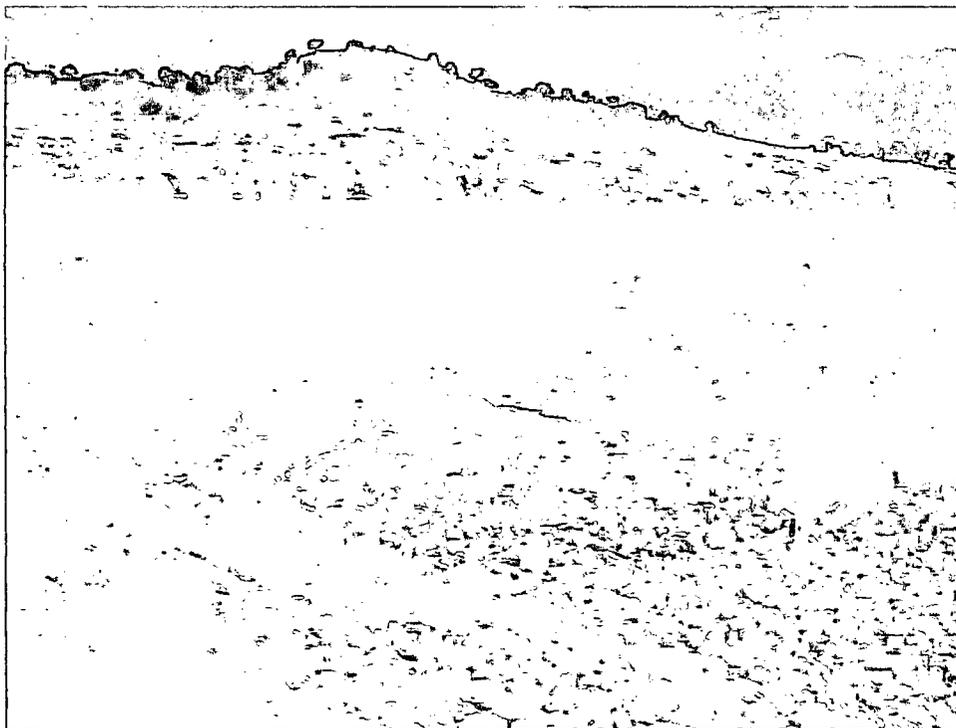
View E-NE along channel at north end of property  
All three gabion structures visible



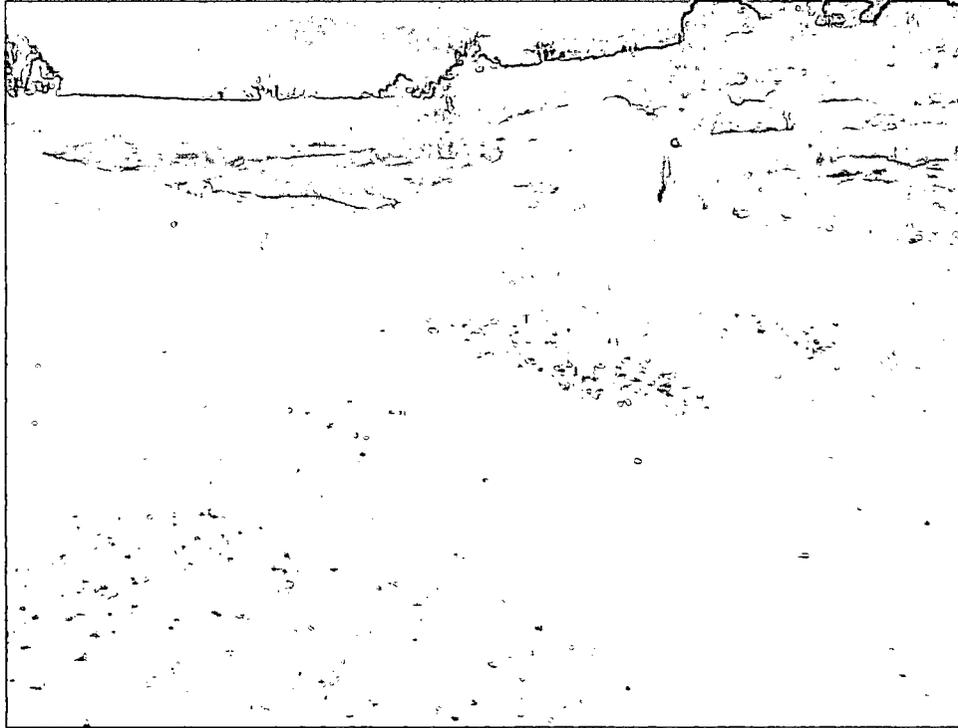
Typical upstream completion of gabion  
Note Gabon is recessed from main channel



Center gabion at channel west end of site



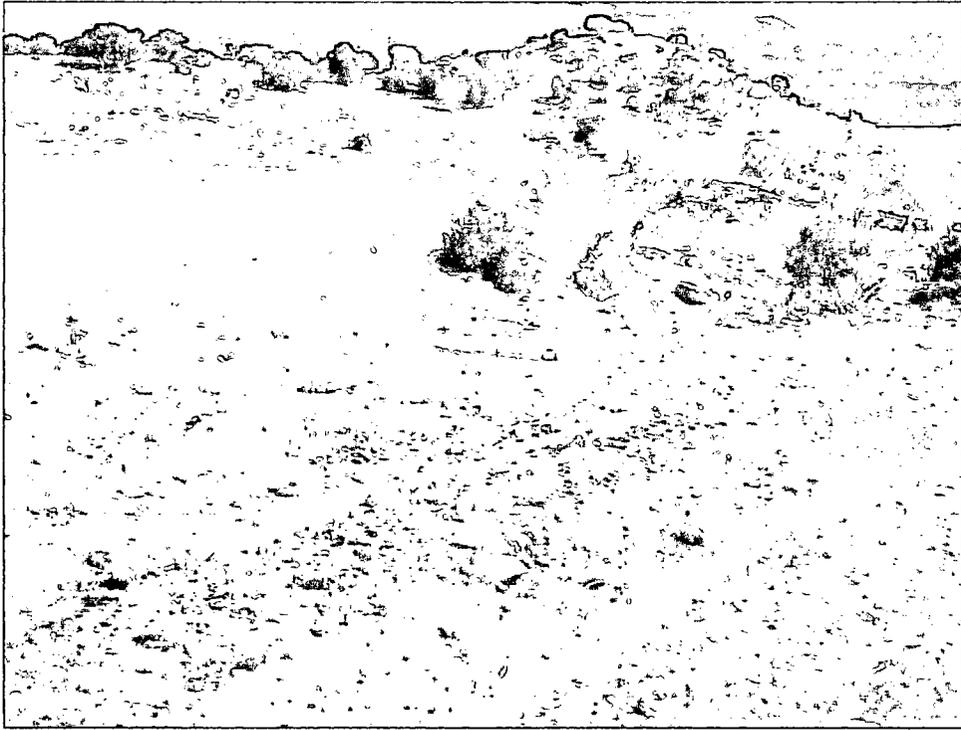
View east at center gabion  
Note channel left side of photo and contour right center



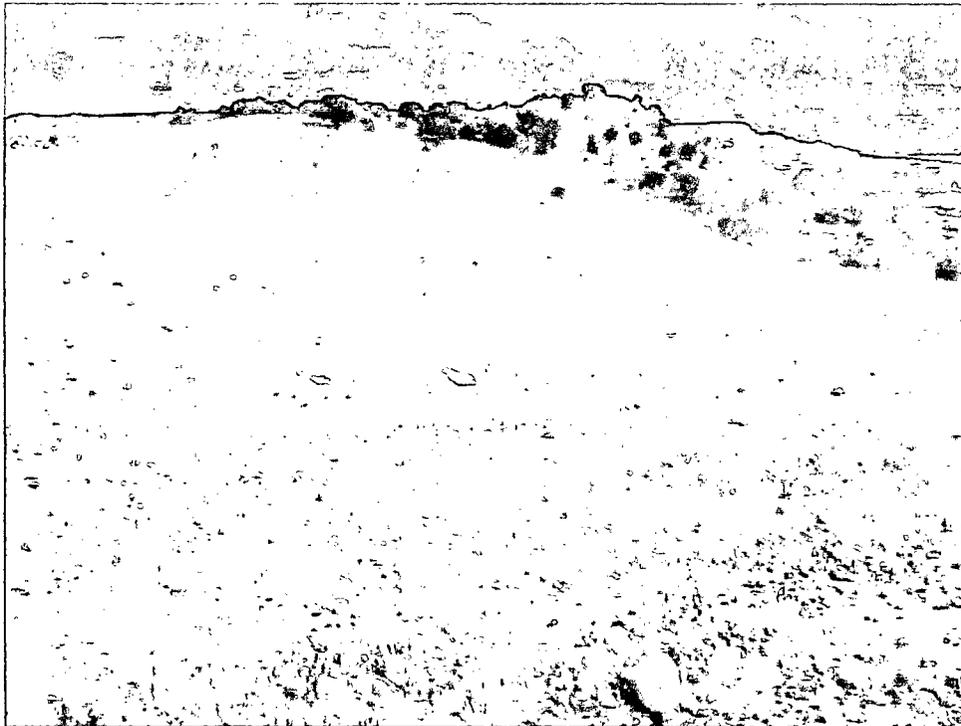
Upstream gabion  
Discharge from hilltop drops on to gabion at dead cedar tree and notch in cliff at upper center of photo



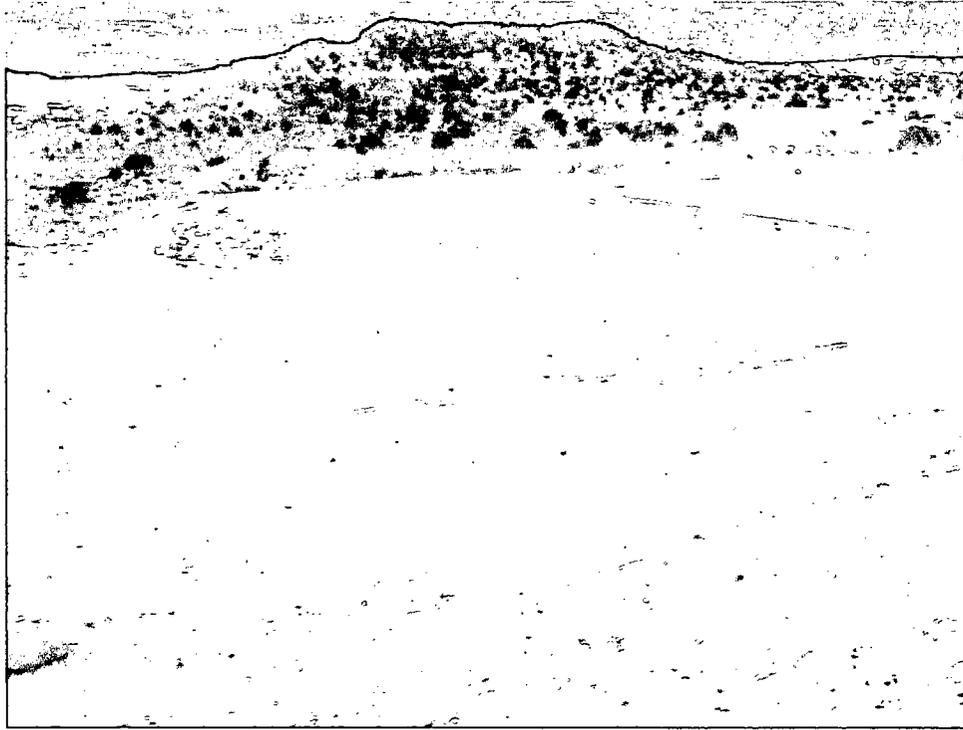
View North along upper gabion  
Note boulder center foreground prevents erosion of inside curve of channel and outside curve of channel is armored with cobble above and below gabion



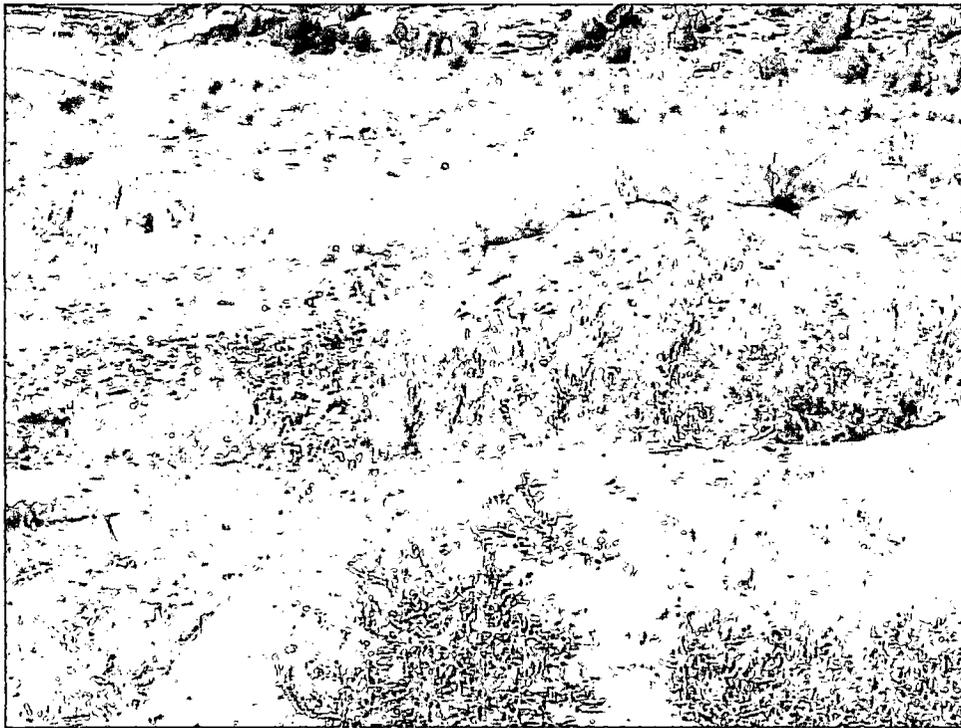
Secondary hillside diversion guides storm water to gabion structure



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

\*\*\* BID TABULATION \*\*\*

PAGE 1

STATE OF NEW MEXICO  
GENERAL SERVICES DEPARTMENT  
PURCHASING DIVISION

90-521-25-06310

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

WELL PLUGGING - SAN JUAN COUNTY

AGENCY: EMNRD REQUISITION DATE: 04/16/99  
SPD BUYER: KS LOGGED IN DATE: 04/07/99  
ACTION TAKEN: FORMAL ACTION DATE: 04/20/99  
AGENCY BUYER: PGS: BID OPENING: 05/27/99  
ZONES: YNNNNNNNNNNN 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 \*\*

NAME: ENERGY, MINERALS AND NATURAL  
ADDR1: RESOURCES DEPT  
ADDR2: 2040 S PACHECO  
CITY: SANTA FE  
STATE: NM ZIP: 87503-0000

\*\* INVOICE \*\*

NAME: SAME  
ADDR1:  
ADDR2:  
CITY:  
STATE: ZIP:

05478 WELLS, PLUGGING

1 8 5450519  
BBC INTERNATIONAL, INC.  
PO BOX 805  
  
HOBBS NM 88241-0000  
TELEPHONE: 505-397-6388

TERM: NET  
FOB: JOBSITE  
DELIVERY: AS REQUESTED  
COMMENT 1: CHECK 3146644  
COMMENT 2:  
TAX-ID NUMBER:

2 8 5437890  
CIMMARRON OILFIELD SERVICE CO.  
PO BOX 3235  
  
FARMINGTON NM 87401-0000  
TELEPHONE: - -

TERM: NET  
FOB: JOBSITE  
DELIVERY: AS REQUESTED  
COMMENT 1:  
COMMENT 2:  
TAX-ID NUMBER: 850302615

3 8 5275218 43C44  
ENVIROTECH INC.  
5796 U.S. HWY 64-3014  
  
FARMINGTON NM 87401-0000  
TELEPHONE: 505-632-0615

TERM: NET  
FOB: JOBSITE  
DELIVERY: AS REQUESTED  
COMMENT 1: BID BOND  
COMMENT 2:  
TAX-ID NUMBER: 850394202

4 8 5437910  
ENVIRONMENTAL PROTECTION COMPANY  
PO BOX 1977  
  
FARMINGTON NM 87499-0000  
TELEPHONE: 505-632-1786

TERM: 60 DAY NET  
FOB: JOBSITE  
DELIVERY: AS REQUESTED  
COMMENT 1:  
COMMENT 2:  
TAX-ID NUMBER:

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

PAGE 2

90-521-25-06310

WELL PLUGGING - SAN JUAN COUNTY

6 8 5450526  
ORGANIC WASTE TECHNOLOGIES  
4500 W. ILLINOIS, STE 209  
  
MISLAND TX 79703-0000  
TELEPHONE: 915-520-1581

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

7 8 5450533  
ROWLAND TRUCKING CO.  
DBA KEY ENERGY SERVICES INC.  
PO BOX 2040 - 2625 W. MARLAND  
HOBBS NM 88241-0000  
TELEPHONE: 505-393-9171

TERM: NET 30  
FOB: JOBSITE  
DELIVERY: W/IN 2 WEEKS ARO  
COMMENT 1: BID BOND  
COMMENT 2:  
TAX-ID NUMBER:

8 8 5318692 49R74 9  
TIERRA ENVIRONMENTAL CORP.  
PO BOX 15250  
  
FARMINGTON NM 87401-5250  
TELEPHONE: 505-325-0924

TERM: NET 30  
FOB: JOBSITE  
DELIVERY: N/A  
COMMENT 1: BID BOND  
COMMENT 2:  
TAX-ID NUMBER:

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

0001 INVITATION FOR BIDS (IFB) FOR THE PLUGG- - 8  
ING/REMEDIAION/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.

4			83,688.000000	4
1	6% TAX (5,534.38)		92,239.730000	1
2			118,836.500000	2
5			130,917.560000	5
3			132,962.000000	3
7			209,333.000000	7
8	TAX .05625 \$13,201.60		247,896.850000	8
6			331,396.680000	6

- ABSTRACT REQUEST COMPLETED

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.

5450519

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.

<b>BIDDER MUST COMPLETE AND SIGN</b>	
<u>BBC International, Inc.</u>	
Bidder Name	
<u>P.O. Box 805</u>	
Street Address	
<u>Hobbs, NM 88241</u>	
City	S t a t e
	Zip
<u>(505) 397-6388</u>	
Telephone	
<u>Chris P. Truman</u>	<u>5/26/99</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](mailto: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

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	\$	plug
Cement to include any blending and any transportation costs	\$	sack
Plugging additional monitor wells	\$ 100.00	run
Move-in, move-out charges	\$ 30.00	hour
Water truck - Capacity 100 barrels	\$ 54.25	hour
Tractor and Seeder - Minimum hours if applicable <u>4</u>	\$ 65.00	hour
Backhoe - Minimum hours if applicable: <u>4</u>	\$ 53.00	hour
Dozer - Minimum hours if applicable: <u>4</u>	\$ 118.00	hour
Track Hoe - Minimum hours if applicable <u>4</u>	\$ 153.00	hour
Trucking - Minimum hours if applicable <u>4</u>	\$ 67.00	hour
Front End Loader - Minimum hours if applicable <u>4</u>	\$ 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

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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

EQUIPMENT 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

## **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 all 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.

1. #1 Removal and disposal of fluids in the tanks on site to Tierra Environmental, an OCD-approved facility.
2. #2 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.
3. #3 Removal, demolition, and disposal of the building, camp trailer, PVC pipe, trash, and foundation to the San Juan County landfill (already pre-approved).
4. #4 Excavation of the previously covered skimmer pit of an approximate size of 50 feet by 50 feet by 7 feet deep (50' x 50' x 7', 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.
5. #5 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. #6 Plug and abandon eight (8), four (4) inch schedule 40 PVC monitor wells with concrete to surface.
7. #7 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. #8 Prepare and submit final report of all site activities and analytical results.
9. #9 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.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

CSR FORM 330  
BBCIN-1 05/25/99

PRODUCER

**LEAVELL INSURANCE, INC.**  
P.O. BOX 848  
HOBBS, NM 88241

**STEVE USLAN**

Phone No. 505-393-2550 Fax No. 505-393-6539

INSURED

**BBC INTERNATIONAL, INC./GTC**  
PO BOX 805  
HOBBS NM 88241

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

- COMPANY A **ENVIRONMENTAL INSURANCE**
- COMPANY B **BITUMINOUS INSURANCE CO**
- COMPANY C **Mountain States Mutual**
- COMPANY D

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	GA5857010 GULF INSURANCE	10/12/97	10/12/00	GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
A	<input checked="" type="checkbox"/> <b>POLLUTION LIAB:</b> (CLAIMS MADE)	GA5857010 GULF INSURANCE	10/12/97	10/12/00	FIRE DAMAGE (Any one fire) \$ 50,000 MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY	CAP 2 507 240	10/12/98	10/12/99	COMBINED SINGLE LIMIT \$ 1,000,000
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
<input checked="" type="checkbox"/> HIRED AUTOS					
<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: \$ EACH ACCIDENT \$ AGGREGATE \$
	ANY AUTO				
	EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$ \$
	UMBRELLA FORM				
	OTHER THAN UMBRELLA FORM				
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCI 0000729 0233	02/09/99	02/09/00	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$ 500,000
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:				EL EACH ACCIDENT \$ 500,000
	<input type="checkbox"/> INCL <input checked="" type="checkbox"/> EXCL				EL DISEASE - POLICY LIMIT \$ 500,000
	OTHER				EL DISEASE - EA EMPLOYEE \$ 500,000

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

**LOCATION: WORLDWIDE- ALL USUAL TO AN ENVIRONMENTAL SAMPLING AND REMEDIATION COMPANY**

**CERTIFICATE HOLDER**

**TOWHOMI**

**TO WHOM IT MAY CONCERN**

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

**STEVE USLAN**

BID BOND CHECK VERIFICATION

COMPANY: BBC International

BID BOND CHECK # 3146644

ADDRESS: PO Box 805

FOR BID NUMBER 90-521-25-06310

Hobbs, NM 88241

DATE TURNED IN: 5-28-99

\*\*\*\*\*

RECEIVED BY: Evelyn Herrera

DATE: 5-28-99

\*\*\*\*\*

CHECK RECEIVED AT GSD/ASD BY: \_\_\_\_\_

DATE: \_\_\_\_\_

\*\*\*\*\*

DATE CHECK RETURNED TO SUBMITTER: \_\_\_\_\_

RETURNED BY: \_\_\_\_\_

VIA: \_\_\_\_\_

\*\*\*\*\*



Official Bank Check

3146644

LOCATION ID 00616

Remitter BBC INTERNATIONAL, INC. Date MAY 26, 1999

Pay FOUR THOUSAND SIX HUNDRED ELEVEN AND 98/100 \$ \*\*\*\*\*4,611.98

To the Order of \* PURCHASING DIVISION

Vicki A. Vally

Authorized Representative / Drawn on Norwest Bank, Colorado, N.A.

⑈3146644⑈ ⑆102000076⑆ 1015286821⑈

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



# FAX TRANSMISSION

**BBC INTERNATIONAL, INC.**  
World-Wide Environmental Specialists  
P. O. Box 805  
1324 W. Marland Blvd.  
Hobbs, New Mexico 88241  
505-397-6388  
Fax: 505-397-0397  
E-Mail: [bbc@bbcinternational.com](mailto:bbc@bbcinternational.com)

To: Martyne Keeling

Date: 7/6/99

Company: NMDCD

Pages: 2 , including this cover sheet.

Fax #: (505) 827-8177

From: Cliff Brunson

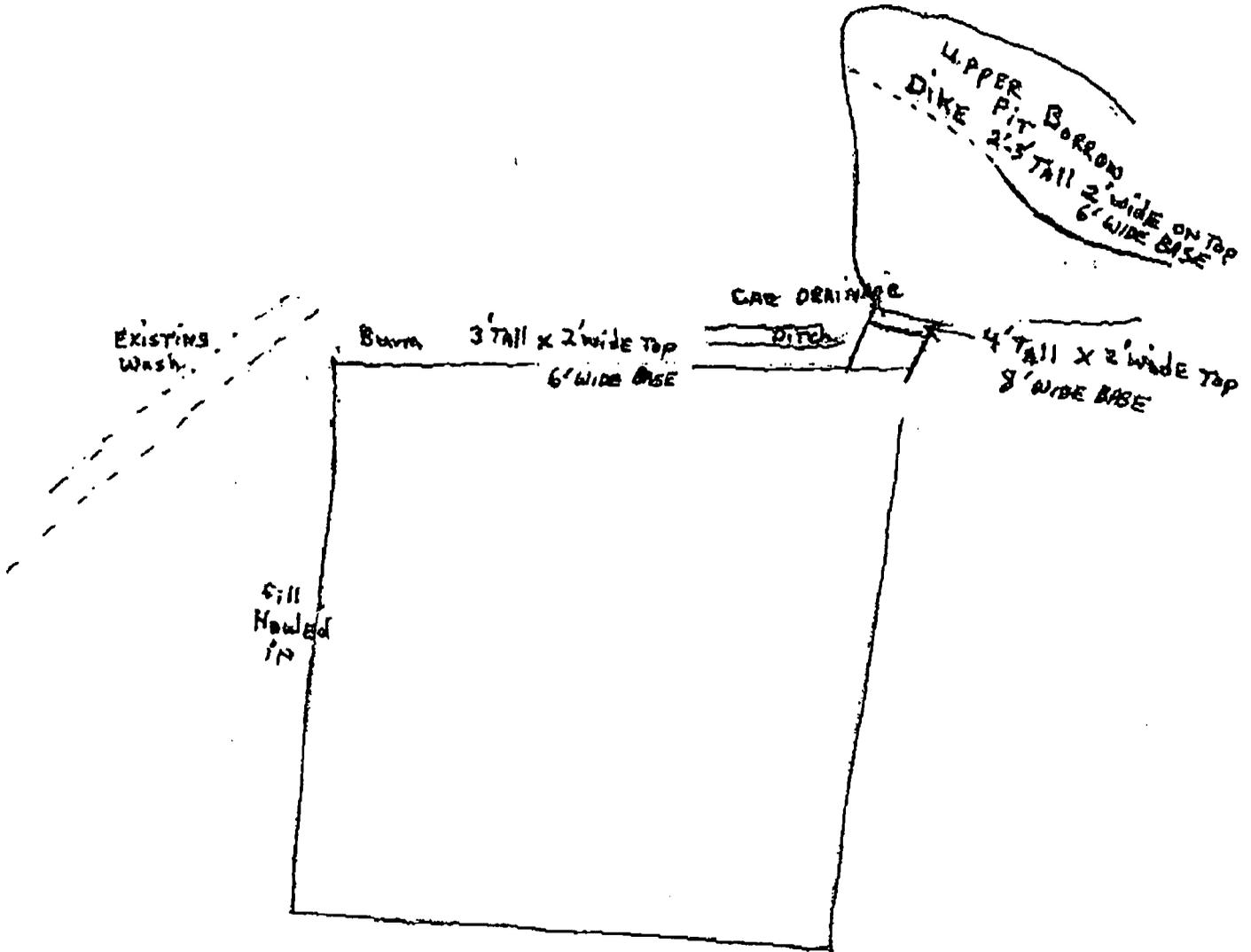
Subject: Scetch of proposed OCD work

## COMMENTS:

Martyne,

Here is a scetch of the work to be done on Bid #90-521-25-06310.  
If you have any questions please feel free to contact me.

Thanks,  
Cliff



BBC International, Inc.  
Sketch of Proposed OCD work  
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**

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

SOUTH WEST WATER DISPOSAL BID ID # 90-521-25-06310

	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	Cimmarron Oilfield Services Company	bb.	no	85-0302615	01-172589-00-3
3	Envirotech Inc.	Complete (fax)	yes	no	02-155491-00-9
4	Environmental Protection Company	Ftax, Stax, bb, LI scope	no	no	no
5	On Site Technologies, LTD.	Stax, bb, LI	no	85-0403000	no
6	Organic Waste Technologies	Ftax, scope	yes	no	02-397013-00-8
7	Rowland Trucking Company, DBA Key Energy Services Inc.	scope	yes	85-0406680	02-185245-00-0
8	Tierra Environmental Company, Inc.	complete	yes	85-0401190	02-201279-00-6

*Swamp file*

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	118,636.59	yes	2
32099	yes bid swwd	no/l 5% of bid 05/27/99	132,962.00	yes	3
	no	no	83,688.00	no	4
	no	no	130,917.56	yes	5
	yes bid swwd	yes 03/11/99	331,386.69	no	6
52954	yes bid # listed	yes 05/27/99	209,333.00	no	7
	yes \$11,750.00	yes 05/25/99	247,896.85	yes	8

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

8

VENDOR

5318692



**T** IERRA  
**E** NVIRONMENTAL  
**C** OMPANY  
**I** NC.

P.O. DRAWER 15250  
FARMINGTON, NM 87401

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

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

COMPANY:

Tierra Environmental Co, Inc

BUYER: KATHY SANCHEZ *KS*  
(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: *Phillip C. Nobis*  
TYPE/PRINT NAME: Phillip C. Nobis

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

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

FOB POINT: JOBSITE  
REQUESTED DELIVERY:  
WITHIN 2 WEEKS ARO

INVOICE:  
SAME

VENDOR'S DELIVERY: N/A  
DELIVERY MAY BE CONSIDERED IN  
THE AWARD.

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

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

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

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

IF APPLICABLE - BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S)  
AMENDMENT NO: \_\_\_\_\_ 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.
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 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 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: 90-591-25-06310

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.

<b>BIDDER MUST COMPLETE AND SIGN</b>	
<u>TIERRA ENVIRONMENTAL CO, INC.</u>	
Bidder Name	
<u>420 CR 3100</u>	
Street Address	
<u>Artec, NM 87410</u>	
City	S t a t e
	Zip
<u>505-334-8894</u>	
Telephone	
<u>Philip [Signature]</u>	
Authorized Signature	<u>05/25/99</u>
	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 Bid \$ 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

**FOR:**

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

I.D. NO.: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_



STATE OF NEW MEXICO  
GENERAL SERVICES  
DEPARTMENT  
PURCHASING DIVISION

**IMPORTANT BIDDING INFORMATION**

**RESIDENT MANUFACTURER PREFERENCE** - To expedite the determination of eligibility for the 5% Resident Manufacturer Preference, vendor must complete the following if applicable:

I (WE) CERTIFY THAT THE FOLLOWING ITEMS NUMBERED 1 thru 9

AS INDICATED IN THIS BID WERE (ARE) GROWN, PRODUCED, PROCESSED, OR MANUFACTURED WHOLLY IN THE STATE OF NEW MEXICO.

SIGNATURE OF BIDDER:

Philip Collins TIERRA ENVIRONMENTAL CO. INC  
(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.

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 data 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

Fax 505-334-9024

E-mail [teci@cyberport.com](mailto:teci@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 debris:  
Tank Removal 5 tanks to Tierra Landfarm and clean out \$ 3,000.00  
Removal of debris and other equipment & hardware included In item# 5
  
3. Demolition and disposal of buildings and foundation. \$ 3,000.00
  
4. Excavation of the previously covered skimmer pit that is 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

32,000  
160  

---

19,200.00

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 \$ 5,000.00  
 Top Soil 500 cu yds @ \$2.50 per \$ 1,250.00

6. Plug and abandon eight to thirteen four inch schedule \$ 1,251.50

7. Fill and regrade skimmer pit area, surface depressions and Erosional features. (Included in item # 5)

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

9. 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

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: TICRAA Environmental Co, 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	\$ <del>Flat Rate</del>	hour
Cement pumping	\$ <del>up to 12 wells</del>	plug
Cement to include any blending and any transportation costs	\$ <del>125.50</del>	sack
Plugging additional monitor wells	\$	run
Move-in, move-out charges	\$ 110.00	hour
Water truck - Capacity <sup>80</sup> <del>120</del> barrels	\$ <sup>45.00</sup> <del>65.00</del>	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 _____ <sup>20yd.</sup> <sub>10yd.</sub>	\$ <sup>65.00</sup> <sub>55.00</sub>	hour
Front End Loader - Minimum 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 <sup>SOIL</sup> <sub>Sludge</sub>	\$ <sup>12.00</sup> <sub>12.00</sub>	per cubic yard
Labor	\$ 25.00	hour
Native Seed Mix	\$ 10.00	per cubic yard



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](mailto: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.



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

May 12, 1999

Attachment # 1

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.
3. 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,  
CHENEY • WALTERS • ECHOLS, INC.

Richard P. Cheney, P.E.  
President

RPC:lw prop99

# ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)  
05/25/99

**PRODUCER**  
Animas Valley Insurance Agency  
P.O. Box 5220  
Farmington, NM 87499  
505 327-4441

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURERS AFFORDING COVERAGE**

**INSURED**  
Tierra Environmental Co. Inc.  
P.O. Drawer 15250  
Farmington, NM 87401

INSURER A: Unionamerica Insurance Company  
INSURER B: Trinity Universal Insurance  
INSURER C: New Mexico Mutual Casualty Company  
INSURER D:  
INSURER E:

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE: <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded: 2,500 GEN. AGGREGATE LIMIT APPLIES PER: POLICY:    PRO-JECT    LOC	NCU1070100	09/13/98	09/13/99	EACH OCCURRENCE \$1,000,000 FIRE DAMAGE (Any one fire) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  GARAGE LIABILITY ANY AUTO  EXCESS LIABILITY OCCUR    CLAIMS MADE  DEDUCTIBLE RETENTION \$	CA684237302	01/08/99	01/08/00	COMBINED SINGLE LIMIT (EA accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY  OTHER	011871105	03/13/99	03/13/00	WC STATUTORY LIMITS: 10TH ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

**CERTIFICATE HOLDER**  
Energy, Minerals, & Natural Resource; NM Oil Conservation  
2040 S Pacheco  
Santa Fe, NM 87505

**CANCELLATION**  
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OF LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
AUTHORIZED REPRESENTATIVE  
*[Signature]*

PREMIUM: \$0.00

# BID BOND

BID DATE: May 27th, 1999

KNOW ALL MEN BY THESE PRESENTS, that we

Tierra Environmental Co., Inc.

as Principal, hereinafter called the Principal, and Far West Insurance Company

a corporation duly organized under the laws of the State of Nebraska as Surety, are held and firmly bound unto  
Energy, Minerals, Natural Resources

as Obligee, hereinafter called the Obligee,

in the sum of 5% of amount bid not to exceed Dollars (\$11,750.00),

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

WHEREAS, the Principal has submitted a bid for

Environmental Closure, Erosion Control

State # 90-521-25-06310

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 19 1999

Tierra Environmental Co., Inc.

(Principal)

(Witness)

(Name & Title)

Far West Insurance Company

DONNA W. COEN

(Attorney-in-Fact)

Alvin F. Sabacchi  
(Witness)



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 Date on this form)

# LIMITED POWER OF ATTORNEY

Amwest Surety Insurance Company  
Far West Insurance Company

POWER NUMBER 000099715

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. Perez

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 seal 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 Surety 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 & sealed this 27th day of May 1999

*Karen G. Cohen*  
Karen G. Cohen, Secretary

### 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 suretyship 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:

- (i) when signed by the President or any Vice President and attested and sealed (if a seal be required) by any Secretary or Assistant Secretary; or
- (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
- (iii) 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 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 25<sup>th</sup> day of September, 1998.

*John E. Savage*  
John E. Savage, President

*Karen G. Cohen*  
Karen G. Cohen, Secretary

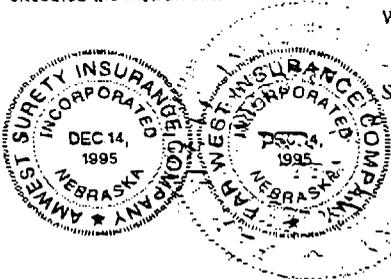
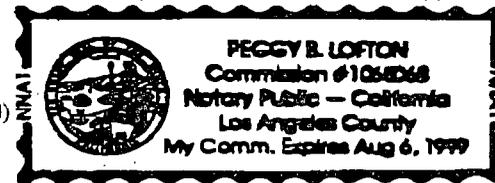
State of California  
County of Los Angeles

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.

WITNESS my hand and official seal.

Signatures: *Peggy B. Lofton*  
Peggy B. Lofton, Notary Public

(Seal)



5230 Las Virgenes Road Calabasas, CA 91302 TEL 818 871-2000



NEW MEXICO ENERGY, MINERALS  
& NATURAL RESOURCES DEPARTMENT

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

July 14, 1999

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

BBC International, Inc.  
P.O. Box 805  
Hobbs NM 88241  
Attn: Craig Brunson

RECEIVED  
JUL 23 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  
OCD Aztec



**NEW MEXICO ENERGY, MINERALS  
& NATURAL RESOURCES DEPARTMENT**

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

July 14, 1999

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

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

RECEIVED  
JUL 23 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. 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  
OCD Aztec



NEW MEXICO ENERGY, MINERALS  
& NATURAL RESOURCES DEPARTMENT

OIL CONSERVATION DIVISION  
2040 South Pacheco Street  
Santa Fe, New Mexico 87506  
(505) 827-7131

July 14, 1999

CERTIFIED MAIL  
RETURN RECEIPT NO. P-326-936-553

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

RECEIVED  
JUL 23 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 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  
OCD Aztec



**NEW MEXICO ENERGY, MINERALS  
& NATURAL RESOURCES DEPARTMENT**

OIL CONSERVATION DIVISION  
2040 South Pacheco Street  
Santa Fe, New Mexico 87508  
(505) 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

RECEIVED  
JUL 23 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. 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  
OCD Aztec



**NEW MEXICO ENERGY, MINERALS  
& NATURAL RESOURCES DEPARTMENT**

OIL CONSERVATION DIVISION  
2040 South Pacheco Street  
Santa Fe, New Mexico 87506  
(505) 827-7131

July 14, 1999

**CERTIFIED MAIL**  
**RETURN RECEIPT NO. P-326-936-555**

Organic Waste Technologies  
4500 West Illinois  
Suite 209  
Midland, TX 79703  
Attn: Rod Bramwell

**RECEIVED**  
JUL 23 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. 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



**NEW MEXICO ENERGY, MINERALS  
& NATURAL RESOURCES DEPARTMENT**

OIL CONSERVATION DIVISION  
2040 South Pacheco Street  
Santa Fe, New Mexico 87506  
(505) 827-7131

July 14, 1999

**CERTIFIED MAIL**  
**RETURN RECEIPT NO. P-326-936-556**

**RECEIVED**  
JUL 23 1999

**OIL CON. DIV.**  
**DIST. 3**

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

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  
OCD Aztec



NEW MEXICO ENERGY, MINERALS  
& NATURAL RESOURCES DEPARTMENT

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

July 14, 1999

CERTIFIED MAIL  
RETURN RECEIPT NO. P-326-936-557

RECEIVED  
JUL 23 1999

OIL CON. 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,

  
Martyne Kieling  
Environmental Geologist

xc: Rand Carroll, OCD Legal Counsel  
OCD Aztec

# TECH INC.

ONS FOR A BETTER TOMORROW

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

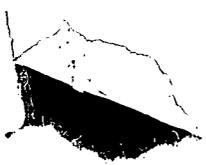
Removal and dispose of tanks, vessels, equipment  
hardware, and debris.

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' x 50' x 7' = 648.14 cy x 1.25 = 810 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
Loader	\$	1,700.00

Task 6:	Plug and abandon eight monitor wells		
	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!!!

# STATEMENT OF COMPLIANCE

I, Morris D Young President do hereby state.  
(Name of Signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by Young Environmental Services Inc. dba Enviratotech Inc.  
(Contractor or Subcontractor)  
 on the Southwest Water Disposal that during the payroll period commencing on the 19th day of  
(Name of Project)

September 19 99 And ending the 25th day of September 19 99, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly.

to or on behalf of said Young Environmental Services Inc. dba Enviratotech Inc. from the full weekly wages earned by any person  
(Contractor or Subcontractor)  
 and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law. Anyone found in violation of the New Mexico Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained therein are not less than the applicable wage rates incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BAT); if and as required by law and applicable federal regulation.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM (Name of Plan, Fund, or Program)

(Name and Address of Plan, Fund, or Program)

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. (Check applicable blank)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (Check)	EXPLANATION

Section 13-4-D-1 to Section 13-4-D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. 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.

5. REMARKS: (Check applicable blank)  Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Division.  Check paid to: Name of Approved Apprenticeship & Training Program Address: \_\_\_\_\_

Program No \_\_\_\_\_

ADDITIONAL REMARKS:

6. NAME (Last, First, Middle Initial) <u>YOUNG, MORRIS D.</u>	7. SIGNATURE & Phone # <u>Morris D Young</u>	8. TITLE <u>PRESIDENT</u> DATE <u>10/27/99</u>
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The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

# STATEMENT OF COMPLIANCE

I, Morris D Young President do hereby state.  
(Name of Signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by Young Environmental Services Inc. dba Enviratex Inc.  
(Contractor or Subcontractor)  
 on the Southwest Water Disposal that during the payroll period commencing on the 26<sup>th</sup> day of  
(Name of Project)  
September 19 99 And ending the 2nd day of October 19 99, all persons  
 employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly,  
 to or on behalf of said Young Environmental Services Inc. dba Enviratex Inc. from the full weekly wages earned by any person  
(Contractor or Subcontractor)  
 and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law.  
 Anyone found in violation of the New Mexico Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and  
 debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for  
 laborers or mechanics contained therein are not less than the applicable wage rates contained therein are not less than the applicable wage rates  
 incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.  
 (3) That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with the State  
 apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or properly enrolled in a bona  
 fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BATF) if  
 and as required by law and applicable federal regulation.

- (4) That:
- (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM (Name of Plan, Fund, or Program) \_\_\_\_\_  
(Name and Address of Plan, Fund, or Program)  
 In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits  
 as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c)  
 below. (Check applicable blank)
  - (b) WHERE FRINGE BENEFITS ARE PAID IN CASH  
 Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of  
 the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c)  
 below.
  - (c) EXCEPTIONS:

EXCEPTION (Craft)	EXPLANATION

Section 13-4-D-1 to Section 13-4-D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice and training programs  
 in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of  
 the Labor & Industrial Division of the New Mexico State Department of Labor. 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.

5. REMARKS: (Check applicable blank) \_\_\_\_\_ Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor  
 & Industrial Division. \_\_\_\_\_ Check paid to: Name of Approved Apprenticeship & Training Program, Address: \_\_\_\_\_  
 \_\_\_\_\_ Program No \_\_\_\_\_

ADDITIONAL REMARKS:

6. NAME (Last, First, Middle Initial)	7. SIGNATURE & Phone # <u>Morris D. Young</u>	8. TITLE
		DATE

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of  
 Title 18 and Section 231 of Title 31 of the United States Code.

# STATEMENT OF COMPLIANCE

I, Morris D. Young President do hereby state.  
(Name of Signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by Young Environmental Services Inc. dba Enviratech Inc.  
(Contractor or Subcontractor)  
 on the Southwest Water Disposal that during the payroll period commencing on the 3rd day of  
(Name of Project)  
October 19 99 And ending the 9th day of October 19 99, all persons  
 employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly,  
 to or on behalf of said Young Environmental Services Inc. dba Enviratech Inc. from the full weekly wages earned by any person  
(Contractor or Subcontractor)  
 and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law. Anyone found in violation of the New Mexico Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained therein are not less than the applicable wage rates incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BAT) if and as required by law and applicable federal regulation.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM (Name of Plan, Fund, or Program) \_\_\_\_\_  
(Name and Address of Plan, Fund, or Program)  
 In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. (Check applicable blank)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH  
 Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (Cant)	EXPLANATION

Section 13-4-D-1 to Section 13-4-D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. 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.

5. REMARKS: (Check applicable blank) \_\_\_\_\_ Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Division. \_\_\_\_\_ Check paid to: Name of Approved Apprenticeship & Training Program: \_\_\_\_\_ Address: \_\_\_\_\_ Program No \_\_\_\_\_

ADDITIONAL REMARKS:

6. NAME (Last, First, Middle Initial)	7. SIGNATURE & Phone #	8. TITLE
	<u>Morris D. Young</u>	
		DATE

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

# STATEMENT OF COMPLIANCE

I, Morris D Young (Name of Signatory party), President (Title) do hereby state.

(1) That I pay or supervise the payment of the persons employed by Young Environmental Services Inc. dba Enviratech Inc. (Contractor or Subcontractor) on the Southwest Water Disposal (Name of Project) that during the payroll period commencing on the 10<sup>th</sup> day of

October 19 99 And ending the 16<sup>th</sup> day of October 19 99, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly.

to or on behalf of said Young Environmental Services Inc. dba Enviratech Inc. (Contractor or Subcontractor) from the full weekly wages earned by any person

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law. Anyone found in violation of the New Mexico Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained therein are not less than the applicable wage rates incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BATF) and as required by law and applicable federal regulation.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM (Name of Plan, Fund, or Program)

(Name and Address of Plan, Fund, or Program)

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. (Check applicable blank)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (Craft)	EXPLANATION

Section 13-4-D-1 to Section 13-4-D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. 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.

5. REMARKS: (Check applicable blank)  Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Division.  Check paid to: Name of Approved Apprenticeship & Training Program, Address: \_\_\_\_\_ Program No \_\_\_\_\_

ADDITIONAL REMARKS:

6. NAME (Last, First, Middle Initial)	7. SIGNATURE & Phone #	8. TITLE
	<u>Morris D Young</u>	
		DATE: _____

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

WEEKLY PAYROLL

GENERAL CONTRACTOR NAME: Young Environmental Services Inc. Oba Env. roter Inc. PHONE # 605-632-0615  
 SUBCONTRACTOR NAME: PHONE #  
 ADDRESS: 5796 us Hwy 64 Farmington NM 87401 ADDRESS:

PAYROLL NO. 1  
 PAYROLL PAYMENT DATE 10/08/99  
 WEEK ENDING 9/25/99  
 PROJECT NAME South West Water Disposal  
 PROJECT LOCATION San Juan County SE/4 SW/4 32-30N-9W  
 WAGE DECISION NO. SJ00-00158A

NAME, ADDRESS AND SOCIAL SECURITY NO. OF EMPLOYEE	WORK CLASSIFICATION	DAY AND DATE							TOTAL FOR PERIOD	HOURLY RATE	GROSS AMT. EARNED (THIS PROJ)	GROSS AMT. ALL PROJECTS	DEDUCTIONS				NET AMT PAID	
		Sun 9/19	Mon 9/20	Tue 9/21	Wed 9/22	Thu 9/23	Fri 9/24	Sat 9/25					FRINGE BENEFITS	SOCIAL SECURITY	MTN. HOLIDAYS	STATE TAX		OTHER ETC.
		HOURS WORKED											OT	PD. IN				
Hamdan Brown 523-74-9073 #15 Road 3235 Artec, Nm 87410									1.5	1.5	28.22	70.55	1324.00	91.05	141.32	35.76	-	1055.91
					1.5				1.5	18.81								
Cirilio Trujillo 525-90-6218 #10 Road 5478 Farmington, Nm 87401	Group IV Operator							4	4	18.38	73.50	133.50	56.12	61.79	11.27	-	604.32	
										12.25								
Jarn D. Ray 585-84-7665 PO Box 1975 Farmington Nm 87499-175					2.5	1.5			4	30.96	123.84	1491.24	114.08	186.47	53.82	-	1136.87	
										20.64								
Donald Ortiz 525-25-4486 2250 E. 10th #1-104 Farmington Nm 87401	Group I Laborers									12.74	46.70	318.95	24.41	25.55	3.69	-	265.30	
						5.5			5.5	8.49								
Bill Carter 280-50-2138 1401 Cullledge St. Farmington Nm 87401	Group I Laborers									17.25	40.25	430.63	32.94	27.93	4.32	-	365.44	
						3.5			3.5	11.50								
Bill Carter 280-50-2138 1401 Cullledge St. Farmington Nm 87401	Group IV Operator									18.38	36.75	430.63	32.94	27.93	4.32	-	365.44	
						3			3	12.25								
Neil Winterton 526-52-7981 PO Box 1077 Flora Vista Nm 87410	Group I Laborers									18.00	150.00	618.15	21.18	18.92	3.65	-	548.29	
					8.5	4			12.5	12.00								
Neil Winterton 526-52-7981 PO Box 1077 Flora Vista Nm 87410	Group II Operator					1.5			1.5	18.60	46.90	618.15	21.18	18.92	3.65	-	548.29	
						1.5			1.5	12.40								
Neil Winterton 526-52-7981 PO Box 1077 Farmington Nm 87401	Group II Operator							6	6	18.38	110.28	618.15	21.18	18.92	3.65	-	548.29	
										12.25								

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.

WEEKLY PAYROLL

GENERAL CONTRACTOR NAME: *Young Environmental Services dba Envirotech Inc.* PHONE # *632-065* SUBCONTRACTOR NAME: PHONE #

ADDRESS: *5796 US Hwy 64 Farmington NM 87401*

ADDRESS: WAGE DECISION NO. *5500-00158A*

PAYROLL NO. *1* PAYROLL PAYMENT DATE *10/08/99* WEEK ENDING *9/25/99* PROJECT NAME *Southwest Water Disposal* PROJECT LOCATION *San Juan County SE/4 SW/4 32-30W-9W*

NAME, ADDRESS AND SOCIAL SECURITY NO. OF EMPLOYEE	WORK CLASSIFICATION	DAY AND DATE							TOTAL FOR PERIOD	HOURLY RATE	DIRTY RATE PD. IN FRINGE BENEFITS	GROSS AMT. EARNED THIS PROJ	GROSS AMT. ALL PROJECTS	DEDUCTIONS				NET AMT PAID
		Sun 9/19	Mon 9/20	Tue 9/21	Wed 9/22	Thu 9/23	Fri 9/24	Sat 9/25						SOCIAL SECURITY	WITHHOLDING	STATE TAX	OTHER UNION DUES ETC	
		HOURS WORKED																
<i>Donald Kee 525-96-9437 P.O. Box 103 Shiprock NM 87420</i>	<i>Group I Laborers</i>	OT	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>6.5</i>	<i>0</i>	<i>0</i>	<i>18.00</i>	<i>99.00</i>	<i>579.00</i>	<i>44.30</i>	<i>18.92</i>	<i>3.105</i>	<i>0</i>	<i>517.13</i>	
		S	<i>0</i>	<i>12.00</i>														
		OT																
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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.

WEEKLY PAYROLL

GENERAL CONTRACTOR NAME: Young Environmental Services, Inc. dba EnviroTech Inc. PHONE # 505-632-0615		SUBCONTRACTOR NAME:		PHONE #														
ADDRESS: 5790 US Hwy 164 Farmington, NM 87401		ADDRESS:																
PAYROLL NO.	PAYROLL PAYMENT DATE	WEEK ENDING	PROJECT NAME	PROJECT LOCATION	WAGE DECISION NO.													
2	10/8/99	10/02/99	South West Water Disposal	San Juan County SE/4SW/4 32-30N-9W	SJ00-00158A													
NAME, ADDRESS AND SOCIAL SECURITY NO. OF EMPLOYEE	WORK CLASSIFICATION	DAY AND DATE							TOTAL FOR PERIOD	HOURLY RATE	HOURLY RATE PD. IN FRINGE BENEFITS	GROSS AMT. EARNED THIS PROJ.	GROSS AMT. ALL PROJECTS	DEDUCTIONS				NET AMT PAID
		Sun 9/27	Mon 9/27	Tue 9/28	Wed 9/29	Thu 9/30	Fri 10/1	Sat 10/2						SOCIAL SECURITY	WITH. HOLDING	STATE TAX	OTHER UNION DUES ETC.	
Morris D. Young 525-62-9179 #24 Road 5150 Bloomfield NM 87413		OT	0	0	0	0	0	.5	0	.5	39.48	111.85	1072.38	82.04	0	0	0	990.34
		S	0	0	0	0	0	3.5	0	3.5	26.32							
Harlan Brown 523-74-9073		OT	0	0	1.5	3.5	3.5	0	0	8.5	28.22	208.09	1443.97	100.23	159.31	42.95	150.36	991.12
		S	0	1.5	0	0	0	0	0	1.5	18.81							
Bill Carter 280-50-2138	Group IX Operator	OT	0	0	0	0	0	0	0	0	17.25	202.13	472.38	36.14	9.38	2.60	0	424.26
		S	0	9	7.5	0	0	0	0	16.5	11.50							
Donald Kee 525-96-9437	Group I Laborers	OT	0	0	0	0	1	0	0	1	18.00	233.97	689.94	52.78	28.82	4.77	0	603.57
		S	0	6	0	0	0	0	0	6	12.00							
Donald Kee 525-96-9437	Group IV Operator	OT	0	0	0	0	5.5	0	0	5.5	18.38	233.97	689.94	52.78	28.82	4.77	0	603.57
		S	0	0	0	0	3.5	0	0	3.5	12.25							
New Winton 523-52-7981	Group I Laborers	OT	0	0	0	0	0	1.5	0	.5	18.00	534.55	648.55	24.46	15.74	3.29	0	579.90
		S	0	1.5	0	0	0	0	1	2.5	12.00							
New Winton 523-52-7981	Group IV Operator	OT	0	0	0	0	0	0	0	0	18.38	534.55	648.55	24.46	15.74	3.29	0	579.90
		S	0	0	0	3	0	0	0	3	12.25							
New Winton 523-52-7981	Group IV Operator	OT	0	0	0	0	0	6	0	6	18.60	544.55	648.55	24.46	15.74	3.29	0	579.90
		S	0	6.5	7	6	8.5	0	0	28	12.40							
Sam D. Bay 525-84-7665		OT	0	0	0	0	0	0	0	0	30.96	309.60	1135.20	86.84	133.07	324.6	0	882.85
		S	0	0	2	7.5	0	0	0	9.5	20.164							

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.

WEEKLY PAYROLL

GENERAL CONTRACTOR NAME: Young Environmental Services Inc. Phone #505-637-2615  
 Inc. Oper. Enviro. Tech Inc. ADDRESS: 5796 US Highway 4 Farmington NM 87401  
 SUBCONTRACTOR NAME: ADDRESS: PHONE #

PAYROLL NO. 2 PAYROLL PAYMENT DATE 10/8/99 WEEK ENDING 10/2/99 PROJECT NAME Southwest Water Disposal PROJECT LOCATION San Juan County WAGE DECISION NO. SJ00-00158A  
 SE/4SW/4 32-30N-9W

NAME, ADDRESS AND SOCIAL SECURITY NO. OF EMPLOYEE	WORK CLASSIFICATION	DAY AND DATE							TOTAL FOR PERIOD	HOURLY RATE	HOURLY RATE	PD. IN FRINGE BENEFITS	GROSS AMT. EARNED THIS PROJ	GROSS AMT. ALL PROJECTS	DEDUCTIONS				NET AMT PAID
		Sun	Mon	Tue	Wed	Thu	Fri	Sat							SOCIAL SECURITY	UNION DUES	STATE TAX	OTHER ETC.	
		9/30	10/1	10/2	10/3	10/4	10/5	10/6							HOURS WORKED	OT	S		
Sam D. Ray 585-84-7665	Group 1 Operator	0	0	0	0	0	0	0	0	30.96		309.60	1135.20	80.84	133.07	32.46	0	882.83	

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.

WEEKLY PAYROLL

006

GENERAL CONTRACTOR NAME: YOUNG ENVIRONMENTAL SVK INC AND ENVIRUTECH INC PHONE #(505) 632-0615  
 SUBCONTRACTOR NAME: PHONE #  
 ADDRESS: 5796 U.C. HWY 64, FARMINGTON, NM 87401 ADDRESS:

PAYROLL NO. 3 PAYROLL PAYMENT DATE 10/22/99 WEEK ENDING 10/09/99 PROJECT NAME SOUTHWEST WATER TREATMENT PROJECT LOCATION SE 1/4 3W/432-30N-9W WAGE DECISION NO. SJCD-00150A

NAME, ADDRESS AND SOCIAL SECURITY NO. OF EMPLOYEE	WORK CLASSIFICATION	DAY AND DATE							TOTAL FOR PERIOD	HOURLY RATE	HOURLY RATE PD. IN FRINGE BENEFITS	GROSS AMT. EARNED THIS PROJ	GROSS AMT. ALL PROJECTS	DEDUCTIONS				NET AMT PAID
		SUN	MON	TUE	WED	THU	FRI	SAT						SOCIAL SECURITY	WRI. INC. DUES	STATE TAX	OTHER UNION DUES ETC.	
		10/3	10/4	10/5	10/6	10/7	10/8	10/9						HOURS WORKED	NET AMT PAID			
DONALD KEE 525-96-9437	GROUP IV OPERATOR	OT	0	0	0	0	0	0	0	0	0	52.06	589.06	45.06	35.28	5.74	0	502.98
		S	0	4.25	0	0	0	0	4.25	12.25								
DONALD ORTIZ 525-25-4486	GROUP I LABORER	OT	0	0	0	0	0	0	0	0	0	61.77	301.02	23.02	18.66	4.61	0	243.53
		S	0	.5	0	0	4.25	0	4.75	8.49								
DONALD ORTIZ 525-25-4486	GROUP IV OPERATOR	OT	0	0	0	0	0	0	0	0	0	61.77	301.02	23.02	18.66	4.61	0	243.53
		S	0	1.75	0	0	0	0	1.75	12.25								
CIRILIO TRUJILLO 525-90-6213	GROUP III TRUCK DRIVER	OT	0	0	0	0	0	0	0	0	0	140.60	590.60	45.18	51.38	9.05	0	484.99
		S	0	5	0	0	0	0	5	12.00								
CIRILIO TRUJILLO 525-90-6213	GROUP VI OPERATOR	OT	0	0	0	0	0	0	0	0	0	140.60	590.60	45.18	51.38	9.05	0	484.99
		S	0	0	2.5	4	0	0	6.5	12.40								
NEIL WINTERTON 526-52-7181	GROUP VI OPERATOR	OT	0	0	0	0	0	0	0	0	0	79.40	481.40	36.83	19.13	3.67	0	421.77
		S	0	3.5	0	0	0	0	3.5	12.40								
NEIL WINTERTON 526-52-7181	GROUP I LABORER	OT	0	0	0	0	0	0	0	0	0	79.40	481.40	36.83	19.13	3.67	0	421.77
		S	0	1	0	0	0	0	1	12.00								
NEIL WINTERTON 526-52-7181	GROUP III TRUCK DRIVER	OT	0	0	0	0	0	0	0	0	0	79.40	481.40	36.83	19.13	3.67	0	421.77
		S	0	0	0	2	0	0	2	12.00								
DARRELL YAZZIG SBS-78-7249 P.O. BOX 795 ST. MICHAEL, AZ 86511	GROUP I LABORER	OT	0	0	0	0	0	0	0	0	0	38.25	371.88	28.45	0	0	0	343.43
		S	0	0	0	0	4.5	0	4.5	8.50								

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.

OCS

WEEKLY PAYROLL

GENERAL CONTRACTOR NAME: Young Environmental Sys Inc. Env.rotech Inc. PHONE #505-632-0615  
 SUBCONTRACTOR NAME: PHONE #  
 ADDRESS: 5796 US Hwy 64 Farmington NM 87401 ADDRESS:

PAYROLL NO. 4  
 PAYROLL PAYMENT DATE 10/22/99  
 WEEK ENDING 10/16/99  
 PROJECT NAME SN WATER DISPOSAL  
 PROJECT LOCATION SE/4 SW/432-30N-9W  
 WAGE DECISION NO. SJ00-00158A

NAME, ADDRESS AND SOCIAL SECURITY NO. OF EMPLOYEE	WORK CLASSIFICATION	DAY AND DATE							TOTAL FOR PERIOD	HOURLY RATE	HIRLY RATE	GROSS AMT. EARNED (THIS PROJ.)	GROSS AMT. ALL PROJECTS	DEDUCTIONS				NET AMT. PAID
		S	M	T	W	T	F	S						SOCIAL SECURITY	WITHHOLDING	STATE TAX	UNION DUES ETC.	
		10	11	12	13	14	15	16										
DONALD KEE 525-96-9437	GROUP I LABORER	OT	0	0	0	0	0	0	0	0		105.00	685.50	50.14	45.25	7.87	0	552.24
		S	0	6.75	2	0	0	0	0	8.75	12.00							
DARRYL YAZUE 585-78-7347	GROUP I LABORER	OT	0	0	0	0	0	0	0	0		74.38	381.44	29.18	0	0	0	352.26
		S	0	6.75	2	0	0	0	0	8.75	8.50							
		OT																
		S																
		OT																
		S																
		OT																
		S																
		OT																
		S																

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.

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

Excavator - 1 hr @ \$97.00 / hr to excavate material behind northerly tanks. Neil w/ Martyne (September 29, 1999)	\$97.00
Excavator - 1 hr @ \$97.00 / hr to finish excavating behind northerly tanks Neil w/ Denny (September 27, 1999)	\$97.00
Hazardous materials profile RCRA RCI - 2 x \$45.00 = \$90.00	\$90.00
½ hr x \$55.50 Environmental Scientist = \$27.75	\$27.75
<b>Hazardous materials - disposal</b>	
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 (Stand alone transport \$625.00)	\$200.00
Excavator - excavate skimmer pit 9.5 hrs x \$97.00 (9-30; 10-1; 10-4)	
9-30-99    15:00 - 17:00 (2 x \$97.00)	\$194.00
10-01-99    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 Material 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 1198 cy x \$16.00 =	\$19,168.00
Clean fill 60 loads x \$65.00 =	\$3900.00
Norms Analysis - \$319.00	<u>\$319.00</u>
<b>Total</b>	<b>\$34,621.75</b>

WEEKLY PAYROLL

RECEIVED  
NOV 12 1999  
OIL CON. DIV. DIST. 3

GENERAL CONTRACTOR NAME: Young Environmental Services Inc. dba Envirotech Inc. PHONE # 505-632-0615  
 ADDRESS: 5796 US Hwy 104 Farmington NM 87401  
 SUBCONTRACTOR NAME: ADDRESS: PHONE #

PAYROLL NO. 5 PAYROLL PAYMENT DATE 11-05-99 WEEK ENDING 10-23-99 PROJECT NAME Southwest Water Disposal PROJECT LOCATION SE/4SW/432-30N-9W WAGE DECISION NO. SJ00-00158A

NAME, ADDRESS AND SOCIAL SECURITY NO. OF EMPLOYEE	WORK CLASSIFICATION	DAY AND DATE							TOTAL FOR PERIOD	HOURLY RATE	GROSS AMT. EARNED (THIS PROJ)	GROSS AMT. ALL PROJECTS	DEDUCTIONS				NET AMT PAID
		10/17	10/18	10/19	10/20	10/21	10/22	10/23					SOCIAL SECURITY	WITHHOLDING	STATE TAX	OTHER UNION DUES ETC	
		Sun	Mon	Tue	Wed	Thu	Fri	Sat									
Shane Bloomfield 525-69-6632 1231 Farmington Ave #3 Farmington NM 87401	OT	0	0	0	0	0	0	0	0		238.51	792.33	60.61	34.04	5.72	0	691.96
	S	0	4.25	2	6.25	1.75	.5	0	14.75	16.17							
C. Jack Collins 509-32-2897 1111 Highland Bloomfield NM 87413	OT	0	0	0	0	0	5.5	0	5.5	27.78	226.87	935.06	71.38	131.02	13.49	0	719.17
	S	0	4	0	0	0	0	0	4	18.52							
	OT																
	S																
	OT																
	S																
	OT																
	S																
	OT																
	S																

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.

# STATEMENT OF COMPLIANCE

I, Morris D Young President do hereby state.  
(Name of Signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by Young Environmental Services Inc. dba Envirattech Inc.  
(Contractor or Subcontractor)  
 on the Southwest Water Disposal that during the payroll period commencing on the 17<sup>th</sup> day of  
(Name of Project)

October 19 99 And ending the 23<sup>rd</sup> day of October 19 99 all persons  
 employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly.

to or on behalf of said Young Environmental Services Inc. dba Envirattech Inc. from the full weekly wages earned by any person  
(Contractor or Subcontractor)

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law. Anyone found in violation of the New Mexico Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained therein are not less than the applicable wage rates incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BATF) if and as required by law and applicable federal regulation.

(4) That  
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM (Name of Plan, Fund, or Program)  
 \_\_\_\_\_ (Name and Address of Plan, Fund, or Program)

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. (Check applicable blank)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH  
 Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (Craft)	EXPLANATION

Section 13-D-1 to Section 13-D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. 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.

5. REMARKS: (Check applicable blank) \_\_\_\_\_ Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Division. \_\_\_\_\_ Check paid to: Name of Approved Apprenticeship & Training Program & Address: \_\_\_\_\_  
 \_\_\_\_\_ Program No \_\_\_\_\_

ADDITIONAL REMARKS:

6. NAME (Last, First, Middle Initial) <u>YOUNG, MORRIS D</u>	7. SIGNATURE & Phone # <u>Morris D Young (505) 632-0615</u>	8. TITLE <u>PRESIDENT</u> DATE: <u>11/9/99</u>
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The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

WEEKLY PAYROLL

GENERAL CONTRACTOR NAME: Young Environmental Services Inc. dba Envirotech Inc. PHONE #505-632-0615  
 ADDRESS: 5796 US Hwy 64 Farmington, NM 87401  
 SUBCONTRACTOR NAME: PHONE #  
 ADDRESS:

PAYROLL NO. 6  
 PAYROLL PAYMENT DATE 11-05-99  
 WEEK ENDING 10/30/99  
 PROJECT NAME Southwest Water Disposal  
 PROJECT LOCATION San Juan County 89/4SW/432-30N-9W  
 WAGE DECISION NO. SJ00-00198A

NAME, ADDRESS AND SOCIAL SECURITY NO. OF EMPLOYEE	WORK CLASSIFICATION	DAY AND DATE							TOTAL FOR PERIOD	HOURLY RATE	HOURLY RATE	FRINGE BENEFITS	GROSS AMT. EARNED (THIS PROJ)	GROSS AMT. ALL PROJECTS	DEDUCTIONS				OTHER UNION DUES ETC	NET AMT PAID
		10/24	10/25	10/26	10/27	10/28	10/29	10/30							SOCIAL SECURITY	WIFI. (HOLIDAY)	STATE TAX			
		Sun	Mon	Tue	Wed	Thur	Fri	Sat												
Sam O. Ray 585-84-7665		OT	0	0	0	0	0	0	0	0			41.28	1831.90	140.13	238.19	75.68	0	1377.80	
		S	0	2	0	0	0	0	0	2	20.04									
Shane Bloomfield 525-69-6632		OT	0	0	0	0	0	0	0	0			28.30	816.59	62.47	37.68	6.50	0	709.94	
		S	0	1.75	0	0	0	0	0	1.75	10.17									
Jack Collins 509-32-2897		OT	0	0	0	0	0	0	0	0			231.45	838.03	63.94	116.44	10.38	0	647.09	
		S	0	4.5	8	0	0	0	0	12.5	18.52									
		OT																		
		S																		
		OT																		
		S																		
		OT																		
		S																		

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.

# STATEMENT OF COMPLIANCE

I, Morris D. Young, President do hereby state.  
(Name of Signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by Young Environmental Services Inc. dba Envirattech Inc.  
(Contractor or Subcontractor)  
 on the South West Water Disposal that during the payroll period commencing on the 24<sup>th</sup> day of  
(Name of Project)  
October 19 99 And ending the 30<sup>th</sup> day of October 19 99 all persons  
 employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly.  
 to or on behalf of said Young Environmental Services Inc. dba Envirattech Inc. from the full weekly wages earned by any person  
(Contractor or Subcontractor)  
 and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law.  
 Anyone found in violation of the New Mexico Public Works Minimum Wage Act (13-4-11 to 13-4-17 NMSA 1978) could be subject to penalties and  
 debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained therein are not less than the applicable wage rates incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.  
 (3) That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BATF) if and as required by law and applicable federal regulation.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM (Name of Plan, Fund, or Program)  
(Name and Address of Plan, Fund, or Program)

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. (Check applicable blank)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (Craft)	EXPLANATION

Section 13-4-D-1 to Section 13-4-D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. 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.

5. REMARKS: (Check applicable blank)  Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Division.  Check paid to: Name of Approved Apprenticeship & Training Program, Address: \_\_\_\_\_  
 \_\_\_\_\_ Program No \_\_\_\_\_

ADDITIONAL REMARKS:

6. NAME (Last, First, Middle Initial) <u>Young, Morris D</u>	7. SIGNATURE & Phone # <u>Morris D Young (505) 632-0615</u>	8. TITLE <u>PRESIDENT</u> DATE: <u>11/9/99</u>
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The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.



## STATEMENT OF COMPLIANCE

I, Donavon Allred, Owner do hereby state.  
(Name of Signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by Allred Grading and Transportation  
(Contractor or Subcontractor)  
 on the Southwest Water Disposal; that during the payroll period commencing on the 15<sup>th</sup> day of  
(Name of Project)

November, 19 99 And ending the 21<sup>st</sup> day of November, 19 99, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly.

to or on behalf of said Allred Grading and Transportation from the full weekly wages earned by any person  
(Contractor or Subcontractor)

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law. Anyone found in violation of the New Mexico Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained therein are not less than the applicable wage rates incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BAT) if and as required by law and applicable federal regulation.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM (Name of Plan, Fund, or Program)

(Name and Address of Plan, Fund, or Program)

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. (Check applicable blank)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (Cmt)	EXPLANATION

Section 13-4-D-1 to Section 13-4-D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. 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.

5. REMARKS: (Check applicable blank)  Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Division.  Check paid to: Name of Approved Apprenticeship & Training Program; Address: \_\_\_\_\_

Program No \_\_\_\_\_

ADDITIONAL REMARKS:

6. NAME (Last, First, Middle Initial)

Allred Donavon

7. SIGNATURE & Phone # 505-898-5448

Donavon Allred

8. TITLE Owner

DATE 1/27/00



# STATEMENT OF COMPLIANCE

Donavon Allred \_\_\_\_\_ do hereby state.  
(Name of Signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by Allred Grading and Transportation  
(Contractor or Subcontractor)  
 on the Southwestwater Disposal \_\_\_\_\_; that during the payroll period commencing on the 22nd day of  
(Name of Project)

November 19 99 And ending the 28<sup>th</sup> day of November 19 99, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly.

to or on behalf of said Allred Grading and Transportation \_\_\_\_\_ from the full weekly wages earned by any person  
(Contractor or Subcontractor)  
 and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law. Anyone found in violation of the New Mexico Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained therein are not less than the applicable wage rates incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BAT) if and as required by law and applicable federal regulation.

(4) That:  
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM (Name of Plan, Fund, or Program) \_\_\_\_\_  
(Name and Address of Plan, Fund, or Program)

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. (Check applicable blank)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH  
 Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (Craft)	EXPLANATION

Section 13-4-D-1 to Section 13-4-D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. 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.

5. REMARKS: (Check applicable blank) \_\_\_\_\_ Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Division. \_\_\_\_\_ Check paid to: Name of Approved Apprenticeship & Training Program: \_\_\_\_\_ Address: \_\_\_\_\_ Program No. \_\_\_\_\_

ADDITIONAL REMARKS:

6. NAME (Last, First, Middle Initial) <u>Allred, Donavon</u>	7. SIGNATURE & Phone # <u>505-598-1740</u> <u>Donavon Allred</u>	8. TITLE <u>Owner</u> DATE: <u>1/27/00</u>
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The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1061 of

WEEKLY PAYROLL

GENERAL CONTRACTOR NAME: Young Environmental Services Inc. dba Envirotech Inc. PHONE #505-632-0615  
 SUBCONTRACTOR NAME: Alfred Grading and Transportation PHONE #505-324-0157  
 ADDRESS: 5796 US Hwy 64 Farmington Nm 87401  
 ADDRESS: P.O. Box 1875 Kirtland Nm 87417

PAYROLL NO. 9  
 PAYROLL PAYMENT DATE 12/10/99  
 WEEK ENDING 12/05/99  
 PROJECT NAME Southwest Water Disposal  
 PROJECT LOCATION SE/4SW/432-30W-9W  
 WAGE DECISION NO. SJ00-00158A

NAME, ADDRESS AND SOCIAL SECURITY NO. OF EMPLOYEE	WORK CLASSIFICATION	DAY AND DATE							TOTAL FOR PERIOD	HOURLY RATE	HOURLY RATE PD. IN FRINGE BENEFITS	GROSS AMT. EARNED THIS PROJ	GROSS AMT. ALL PROJECTS	DEDUCTIONS				NET AMT PAID
		Sun	Mon	Tue	Wed	Thu	Fri	Sat						SOCIAL SECURITY	WPII (CONTR)	STATE TAX	OTHER (UNION DUES ETC)	
		11/29	12/0	12/1	12/2	12/3	12/4	12/5										
Donawon Alfred 525-49-9023	Operator Group V	0	0	0	0	0	0	0	0	0	245-	Sole Proprietor -				245-		
		OT																
		S																
		OT																
		S																
		OT																
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		S																

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.

## STATEMENT OF COMPLIANCE

Donavan Allred \_\_\_\_\_ do hereby state.  
(Name of Signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by Allred Grading and Transportation  
(Contractor or Subcontractor)  
 on the Southwest Water Disposal that during the payroll period commencing on the 29<sup>th</sup> day of  
(Name of Project)  
November 19 99 And ending the 5<sup>th</sup> day of December 19 99 all persons  
 employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly.  
 to or on behalf of said Allred Grading and Transportation from the full weekly wages earned by any person  
(Contractor or Subcontractor)  
 and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law.  
 Anyone found in violation of the New Mexico Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and  
 debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained therein are not less than the applicable wage rates incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.  
 (3) That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BATF) if and as required by law and applicable federal regulation.

(4) That:  
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM (Name of Plan, Fund, or Program) \_\_\_\_\_  
(Name and Address of Plan, Fund, or Program)  
 In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. (Check applicable blank)  
 (b) WHERE FRINGE BENEFITS ARE PAID IN CASH  
 Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.  
 (c) EXCEPTIONS:

EXCEPTION (Craft)	EXPLANATION

Section 13-4-D-1 to Section 13-4-D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. 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.

5. REMARKS (Check applicable blank) \_\_\_\_\_ Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Division. \_\_\_\_\_ Check paid to: Name of Approved Apprenticeship & Training Program Address: \_\_\_\_\_  
 \_\_\_\_\_ Program No \_\_\_\_\_

ADDITIONAL REMARKS:  
 \_\_\_\_\_  
 \_\_\_\_\_

6. NAME (Last, First, Middle Initial) <u>Allred, Donovan</u>	7. SIGNATURE & Phone # <u>Donavan Allred</u>	8. TITLE <u>Owner</u> DATE <u>1/27/00</u>
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The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of

WEEKLY PAYROLL

GENERAL CONTRACTOR NAME: Young Environmental Services Inc. dba EnviroTech Inc. ADDRESS: 5796 US Hwy 64 Farmington NM 87401 PHONE # 505-632-0615				SUBCONTRACTOR NAME: Alfred Erading and Transportation ADDRESS: P.O. Box 1875 Kirtland NM 87417 PHONE # 505-324-0157														
PAYROLL NO. 10	PAYROLL PAYMENT DATE 12/17/99	WEEK ENDING 12/12/99	PROJECT NAME Southwest Water Disposal				PROJECT LOCATION SE/4 SW/4 32-38N-9W				WAGE DECISION NO. SJ20-00158A							
NAME, ADDRESS AND SOCIAL SECURITY NO. OF EMPLOYEE Donavan Alfred 520-49-9023	WORK CLASSIFICATION Operator Group II	DAY AND DATE							TOTAL FOR PERIOD	HOURLY RATE	HOURLY RATE	GROSS AMT. EARNED THIS PROJ.	GROSS AMT. ALL PROJECTS	DEDUCTIONS				NET AMT PAID
		Sun 12/12	Mon 12/13	Tue 12/14	Wed 12/15	Thu 12/16	Fri 12/17	Sat 12/18						OT	PD. IN	FRINGE BENEFITS	SOCIAL SECURITY	
								6	0		245		Sole Proprietor -				245	

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.

# STATEMENT OF COMPLIANCE

Donavon Allred \_\_\_\_\_ do hereby state.  
(Name of Signatory party) (Title)

(1) That I pay or supervise the payment of the persons employed by Allred Grading and Transportation  
(Contractor or Subcontractor)  
 on the Southwest Water Disposal that during the payroll period commencing on the 6<sup>th</sup> day of  
(Name of Project)

December 19 99 And ending the 12<sup>th</sup> day of December 19 99 all persons  
 employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly.

to or on behalf of said Allred Grading and Transportation from the full weekly wages earned by any person  
(Contractor or Subcontractor)

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law. Anyone found in violation of the New Mexico Public Works Minimum Wage Act [13-4-11 to 13-4-17 NMSA 1978] could be subject to penalties and debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained therein are not less than the applicable wage rates incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BATF) if and as required by law and applicable federal regulation.

(4) That:  
 (a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM (Name of Plan, Fund, or Program) \_\_\_\_\_  
(Name and Address of Plan, Fund, or Program)

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. (Check applicable blank)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH  
 Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (Check)	EXPLANATION

Section 13-4-D-1 to Section 13-4-D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. 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.

5. REMARKS: (Check applicable blank) \_\_\_\_\_ Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Division. \_\_\_\_\_ Check paid to: Name of Approved Apprenticeship & Training Program: \_\_\_\_\_ Address: \_\_\_\_\_  
 \_\_\_\_\_ Program No \_\_\_\_\_

ADDITIONAL REMARKS:

6. NAME (Last, First, Middle Initial) <u>Allred, Donavon</u>	7. SIGNATURE & Phone # <u>Donavon Allred</u>	8. TITLE <u>Owner</u> DATE: <u>1/27/00</u>
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Checked by Glenn Snyder (Title) to verify facts

(1) That I pay or supervise the payment of the persons employed by United Construction (Contractor or Subcontractor) on the San Juan Clay Pipe Project that during the payroll period commencing on the 15th day of Nov 1999 and ending the 21 day of Nov 1999 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly;

to or on behalf of said United Construction from the full weekly wages earned by any person (Contractor or Subcontractor) and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law. Anyone found in violation of the New Mexico Public Works Minimum Wage Act (15-4-11 to 15-4-17 N.M.S.A. 1978) could be subject to penalties and decertification.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete, that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained therein are not less than the applicable wage rates incorporated into the contract, that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (State and/or Federal agency) (B.A.C.P.) and as required by law and applicable federal regulation.

(4) That WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM (Name of Plan, Fund, or Program)

Name and Address of Plan, Fund, or Program  
 In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payment of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. (Check applicable blank)  
**(b) WHERE FRINGE BENEFITS ARE PAID IN CASH**  
 Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.  
**(c) EXCEPTIONS:**

EXCEPTION (CMM)	EXPLANATION

Section 15-4-D-1 to Section 15-4-D-8, N.M.S.A. 1978 provides for employers to agree to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. 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.

5. **REMARKS:** (Check applicable blank) Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Division. Check paid to: Name of Approved Apprenticeship & Training Program, if different.

**ADDITIONAL REMARKS:** Program No.                     

5. NAME (Last, First, Middle Initial)	SIGNATURE	PHONE #	DATE
<u>Reggie C. Marshall</u>	<u>Reggie Marshall</u>	<u>559-9877</u>	<u>Oct 19 1999</u>

The truthful certification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1601 of Title 18 and Section 231 of Title 21 of the United States Code.

WEEKLY PAYROLL

GENERAL CONTRACTOR NAME: ALLRED TRANSPORTATION PHONE # ADDRESS: P. O. BOX 1232 FARMINGTON, NM 87401 324-0157  
 SUBCONTRACTOR NAME: TEMPORARILY YOURS, INC. PHONE # ADDRESS: 111 N. BEHREND, FARMINGTON, NM 87401 327-7317

PAYROLL NO. 8 PAYROLL PAYMENT DATE 12/03/99 WEEK ENDING 11/28/99 PROJECT NAME SW WATER DISPOSAL PROJECT LOCATION SE/4 SW/4 32/30 N/9W SAN JUAN COUNTY WAGE DECISION NO. SJ00-00158A

NAME, ADDRESS AND SOCIAL SECURITY NO. OF EMPLOYEE	WORK CLASSIFICATION	DAY AND DATE							TOTAL FOR PERIOD	HOURLY RATE	FD BI FRINGE UTILITIES	GROSS AMT. EARNED	GROSS AMT. ALL PROJECTS	DEDUCTIONS				NET AMT. PAID
		M	T	W	TH	F	S	S						SOCIAL SECURITY	WITHH. TAX	STATE TAX	OTHER DED. ETC.	
		HOURS WORKED																
FRANK VISAGE 525-28-1544	S		6.57	8					21.5	12.25	26	262.97		21.58	16.83	1.42	-0-	230.14
	OT S																	
	OT S																	
	OT S																	
	OT S																	
	OT S																	
	OT S																	
	OT S																	

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.

# STATEMENT OF COMPLIANCE

REGGIE CHANDLER

OFFICE MANAGER

do hereby state.

(Name of Secretary party)

(Title)

(1) That I pay or supervise the payment of the persons employed by ALLRED TRANSPORTATION  
(Contractor or Subcontractor)  
 on the S. J. COUNTY SE/4 SW/4 EW/30 N/9W that during the payroll period commencing on the 22 day of  
(Name of Project)

NOVEMBER 19 99 And ending the 28TH day of NOVEMBER 19 99 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly.

to or on behalf of said ALLRED TRANSPORTATION from the full weekly wages earned by any person  
(Contractor or Subcontractor)

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law. Anyone found in violation of the New Mexico Public Works Minimum Wage Act [13-11 to 13-17 NMSA 1978] could be subject to penalties and debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained therein are not less than the applicable wage rates incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BATF) and as required by law and applicable federal regulation.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM (Name of Plan, Fund, or Program)

(Name and Address of Plan, Fund, or Program)

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. (Check applicable blank)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of  the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (WHY)

EXPLANATION

Section 13-D-1 to Section 13-D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. 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.

5. REMARKS: (Check applicable blank)  Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Division.  Check paid to: Name of Approved Apprenticeship & Training Program: Address:

Program No. \_\_\_\_\_

ADDITIONAL REMARKS:

6. NAME (Last, First, Middle Initial)

CHANDLER, REGINA C.

SIGNATURE & Phone #

*Regina Chandler* 327-7317

8. TITLE OFFICE MANAGER

DATE: 12/03/99

The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

WEEKLY PAYROLL

GENERAL CONTRACTOR NAME: ALLRED TRANSPORTATION PHONE # 324-0157 ADDRESS: P. O. BOX 1232 FARMINGTON, NM 87401  
 SUBCONTRACTOR NAME: TEMPORARILY YOURS, INC. PHONE # 327-7317 ADDRESS: 111 N. BEHREND, FARMINGTON, NM 87401

PAYROLL NO. 9 PAYROLL PAYMENT DATE 12/10/99 WEEK ENDING 12/05/99 PROJECT NAME SW WATER DISPOSAL PROJECT LOCATION SE/4 SW/4 32/30 N/9W S.J. COUNTY WAGE DECISION NO. SJ00-00158

NAME, ADDRESS AND SOCIAL SECURITY NO. OF EMPLOYEE	WORK CLASSIFICATION	DAY AND DATE							TOTAL FOR PERIOD	HOURLY RATE	DAILY RATE	GROSS AMT. EARNED (BUSINESS)	GROSS AMT. ALL PROJECTS	DEDUCTIONS				OTHER DEDUCTIONS	NET AMT. PAID
		M	T	W	T	F	S	S						STATE SECURITY	FEDERAL	STATE TAX	OTHER		
		HOURS WORKED																	
FRANK VISAGE 525-88-1594	OS	2	8	6	7.5	8			32	12.25	1,26	100.30		30.62	36.50	5.33		327.8	
	OS																		
	OS																		
	OS																		
	OS																		
	OS																		
	OS																		
	OS																		
	OS																		

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.

# STATEMENT OF COMPLIANCE

**REGGIE CHANDLER**

(Name of Legatory party)

**OFFICE MANAGER**

(Title)

do hereby state.

(1) That I pay or supervise the payment of the persons employed by ALLRED TRANSPORTATION (Contractor or Subcontractor)  
 on the S. J. COUNTY SE/4 SW/4 <sup>32</sup> E/W 30 N/9W that during the payroll period commencing on the 29TH day of (Name of Project)

NOVEMBER 19 99 And ending the 5TH day of DECEMBER 19 99 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly.

to or on behalf of said ALLRED TRANSPORTATION (Contractor or Subcontractor) from the full weekly wages earned by any person

and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law. Anyone found in violation of the New Mexico Public Works Minimum Wage Act (13-1-11 to 13-1-17 N.M.S.A. 1978) could be subject to penalties and debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained therein are not less than the applicable wage rates incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (E.A.T.F.) and as required by law and applicable federal regulation.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM (Name of Plan, Fund, or Program)

(Name and Address of Plan, Fund, or Program)

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. (Check applicable blank)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS.

EXCEPTION (CASH)	EXPLANATION

Section 13-D-1 to Section 13-D-8, N.M.S.A. 1978 provides for employers to agree to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. 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.

5. REMARKS: (Check applicable blank)  Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Division.  Check paid to: Name of Approved Apprenticeship & Training Program Address: \_\_\_\_\_

Program No. \_\_\_\_\_

ADDITIONAL REMARKS:

6. NAME (Last, First, Middle Initial) <b>CHANDLER, REGGIE C.</b>	7. SIGNATURE & Phone #  <b>327-7317</b>	8. TITLE OFFICE MANAGER  DATE: <b>12/10/99</b>
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The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1604 of Title 18 and Section 231 of Title 31 of the United States Code.

WEEKLY PAYROLL

GENERAL CONTRACTOR NAME: ALLRED GRADING & EXCAVATION FARMINGTON, NM 87401 PHONE # 324-0157  
 SUBCONTRACTOR NAME: TEMPORARILY YOURS, INC. FARMINGTON, NM 87401 PHONE # 327-7317  
 ADDRESS: P. O. BOX 1232 FARMINGTON, NM 87401  
 ADDRESS: 111 N. BEHREND - FARMINGTON, NM 87401

PAYROLL NO.	PAYROLL PAYMENT DATE	WEEK ENDING	PROJECT NAME	PROJECT LOCATION	SE/4	SW/4	WAGE DECISION NO.											
10	12/17/99	12/12/99	SW WATER DISPOSAL	32/30 N/9W S.J. COUNTY			SJ00-00158A											
NAME, ADDRESS AND SOCIAL SECURITY NO. OF EMPLOYEE	WORK CLASSIFICATION	DAY AND DATE							TOTAL FOR PERIOD	WEEKLY DATE	FAMILY BENEFITS	GROSS AMT. EARNED (LESS PTO)	GROSS AMT. ALL PROJECTS	DEDUCTIONS				NET AMT. PAID
		M	T	W	TH	F	S	S						SOCIAL SECURITY	FED. INC.	STATE TAX	OTHER (TRUCK DUES ETC.)	
FRANK VISAGE TWT-88-1594								9.5	12.25	.26	118 <sup>85</sup>	909					109.76	

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.

# STATEMENT OF COMPLIANCE

REGGIE CHANDLER

OFFICE MANAGER

do hereby state,

(Name of Secretary party)

(Title)

(1) That I pay or supervise the payment of the persons employed by ALLRED GRADING & EXCAVATION

on the S. J. COUNTY SE/4 SW/4 32/30 N/92 that during the payroll period commencing on the 6TH day of DECEMBER 19 99 And ending the 12 day of DECEMBER 19 99, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly.

to or on behalf of said ALLRED GRADING & EXCAVATION from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than deductions permitted by law. Anyone found in violation of the New Mexico Public Works Minimum Wage Act (13-4-11 to 13-4-17 NMSA 1978) could be subject to penalties and debarment.

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained therein are not less than the applicable wage rates incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices or trainees employed in the above period are duly registered in a bona fide apprenticeship program registered with the State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or properly enrolled in a bona fide training program approved for application on public works construction projects by the appropriate state (SAC) and/or federal agency(ies) (BATF) and as required by law and applicable federal regulation.

(4) That

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLAN, FUND, OR PROGRAM (Name of Plan, Fund, or Program)

(Name and Address of Plan, Fund, or Program)

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below. (Check applicable blank)

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) EXCEPTIONS:

EXCEPTION (Check)	EXPLANATION

Section 13-D-1 to Section 13-D-8, NMSA 1978 provides for employers to agree to make contributions to approved apprentice and training programs in New Mexico in which the employer is a participant or to the public works apprentice and training fund administered by the Public Works Bureau of the Labor & Industrial Division of the New Mexico State Department of Labor. 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.

5. REMARKS: (Check applicable blank)  Check paid to: NM Public Works Apprenticeship & Training Fund - Public Works Bureau, Labor & Industrial Division.  Check paid to: Name of Approved Apprenticeship & Training Program & Address: \_\_\_\_\_ Program No. \_\_\_\_\_

ADDITIONAL REMARKS:

6. NAME (Last, First, Middle Initial) CHANDLER, REGGIE C.	SIGNATURE <i>Reggie Chandler</i> (6) Phone # 327-7317	S. TITLE OFFICE MANAGER	DATE: 12/16/99
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The willful falsification of any of the above statements may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 19 and Section 251 of Title 31 of the United States Code.

# ENVIROTECH INC.

PRactical SOLUTIONS FOR A BETTER 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 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	<u>9,600.00</u>
	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	<u>\$4,850.00</u>
	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.	<u>\$2,250.00</u>
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%

# ENV ROTEC, INC.

PRactical SOLUTIONS FOR A BETTER TOMORROW

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 materials profile RCRA RCI 2	x \$45.00	\$90.00
	½ hr x \$55.50 Environmental Scientist	\$27.75
Hazardous materials disposal		
	1 overpack Flam liq +/- 30 gallon in 85 gallon overpack	\$187.50
	1 overpack Acid (<pH 0.01) poly drum in 85 gallon overpack	\$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	\$680.00
	10-04-99 4.5 hrs	\$382.50
Trucking	60 loads x 2.2 hrs x \$60.00	\$7,920.00
Soil acceptance fees	1198 cy x \$16.00	\$19,168.00
Clean fill	60 loads x \$65.00	\$3,900.00
Norms Analysis		\$319.00
Excavate trench 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 BID NUMBER  
AND OPENING DATE ON THE LEFT  
BOTTOM CORNER OF YOUR  
BID ENVELOPE

VENDOR

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

Charlie's Well Service  
1000 Rio Brazos Road  
Aztec, NM 87410

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 *RS*  
(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.

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

NM 87503

**RECEIVED**  
APR 27 1999

FOB POINT: JOBSITE  
REQUESTED DELIVERY:  
WITHIN 2 WEEKS ARO

INVOICE:  
SAME

**OIL CON. DIV.**  
**DIST. 3**

VENDOR'S DELIVERY: \_\_\_\_\_  
DELIVERY MAY BE CONSIDERED IN  
THE AWARD.

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

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

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

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

IF APPLICABLE - BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S)  
AMENDMENT NO: \_\_\_\_\_ 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.
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 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 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., 1978), and the Americans with Disabilities Act of 1990, (Public Law 101-336).
14. **The Procurement Code:** Sections 13-1-28 through 13-1-89 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

**IMPORTANT BIDDING INFORMATION**

**RESIDENT MANUFACTURER PREFERENCE** – To expedite the determination of eligibility for the 5% Resident Manufacturer Preference, vendor must complete the following if applicable:

I (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 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, provide 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.

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 bidder 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.

**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

PAGE 3

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

0001 - INVITATION FOR BIDS (IFB) FOR THE PLUGG-  
ING/REMEDICATION/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"):

<b>OPERATOR</b>	<b>LOCATION</b>	<b>COUNTY</b>
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:	<b>Martyne Kieling</b>
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 CERTIFICATE OF INSURANCE naming the *State of New Mexico, Oil Conservation Division* as "Additional Insured", "Co-insured", or "Certificate Holder" prior to actual award of the contract.

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

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

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

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

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

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

**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' x 7') 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 (H<sub>2</sub>S), 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 (¼¼ 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.~~

~~April 16, 1999.~~

MAY 5

10:30 AM

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

13. Unless the bidder has previously been approved by EMNRD-OCD for well-plugging/remediation/restoration services, bidder must submit a statement of the bidder's background and experience which qualifies the bidder to perform the services requested by this IFB. Such statement shall include how long the bidder has been performing such services, the experience of the principals and references of at least five persons for whom the bidder has performed such services, including names addresses, phones and the name of the contact person.

14. Failure by the successful bidder to return the signed contract with acceptable insurance certificate and any other requirements of the invitation to bid within fifteen (15) working days after receipt via certified mail of the Notice of Award shall be just cause for the cancellation of the award.

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

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

#### *GENERAL CONDITIONS:*

##### 1. General Statement

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

##### 2. Confidentiality

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

##### 3. Inspection

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

##### 4. Status of the Contractor

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

##### 5. Assignment

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

#### 6. Subcontracting

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

#### 7. Records and Audit

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

#### 8. Release

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

#### 9. Civil and Criminal Liability Notice

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

#### 10. Equal Opportunity Compliance

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

#### 11. Applicable Law

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

#### 12. Waiver

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

### 13. Indemnification

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

### 14. Duty to Insure

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

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

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

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

### 15. Suspension of Work

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

### 16. Attorney's Fees and Costs

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

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

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

WELL/WELL SITE PLUGGING/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:	<b>Martyne Kieling</b>
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 than the amounts specified in the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, N.M.S.A. 1978.

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

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

## 22 Disputes

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

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

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

**22.3** Upon receipt of the Contractor's request for an appeal, the Secretary or an authorized representative shall make prompt arrangements to meet with the Contractor to review the material considered by the

Director of the Oil Conservation Division in reaching a final decision. The Secretary's final decision shall be delivered by certified mail within ten (10) working days after such meeting. The decision of the Secretary shall be final.

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

**23 Attorney's Fees and Costs**

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

**24 Suspension of Work**

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

**25 Signatures**

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

**FOR:**

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

By: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

**FOR:**

\_\_\_\_\_  
**(Contractor)  
Federal ID #** \_\_\_\_\_

By: \_\_\_\_\_  
Title

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)

TA BID RATES 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 on-site or by the District Supervisor of the appropriate District Office. The turnkey bid will not be as all Supplemental Bid Data is furnished. The Supplemental Bid Rates listed below will be bids.

DESCRIPTION OF SERVICE	RATE PER	UNIT
to perform all work set out in mediation/Restoration Procedures	\$	hour
in	\$	lb
include air blending and air transportation costs	\$	sack
ditional monitor wells	\$	run
ve-out charges	\$	hour
- Capacity barrels	\$	hour
Seeder - Minimum hours if applicable	\$	hour
Minimum hours if applicable:	\$	hour
Minimum hours if applicable:	\$	hour
Minimum hours if applicable _____	\$	hour
Minimum hours if applicable _____	\$	hour
ader - Minimum hours if applicable _____	\$	hour
al Technician	\$	hour
TPH	\$	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: \_\_\_\_\_

Bidder: \_\_\_\_\_

Subcontractors List

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

WORK	COMPANY	ADDRESS	PHONE

EQUIPMENT LIST

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

TYPE	MANUFACTURER	MODEL	CAPACITY	COND

**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.

<b>BIDDER MUST COMPLETE AND SIGN</b>	
_____	
Bidder Name	
_____	
Street Address	
_____	S t a t e
City	Zip
_____	
Telephone	
_____	Date
Authorized Signature	

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  
\$ \_\_\_\_\_

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: \_\_\_\_\_

DEPARTMENT, ENERGY, MINERALS & AGENCY OR BUREAU: NATURAL RES. DEPT.		County SJ	DECISION EXPIRES ON: 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		<p>TYPE "A" CLOSE COMMERCIAL SURFACE WATER DISPOSAL FACILITY - RATES FOR EXCAVATION OF SKIMMER PIT: REROUTING OF SURFACE DRAINAGE: FILLING AND REGRADING SKIMMER PIT AREA: AND RECONTOURING/TERRACING/SOIL &amp; SEED PREPARATION.</p> <p>TYPE "H" (HEAVY): CLOSE COMMERCIAL SURFACE WATER DISPOSAL FACILITY - REMOVAL/DISPOSAL OF FLUIDS IN TANKS: REMOVAL/DISPOSAL OF TANKS, ETC.: REMOVAL/DEMOLITION &amp; DISPOSAL OF BUILDINGS, ETC.: AND PLUGGING MONITORING WELLS.</p>		

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 11 X17 POSTER. IF ANYBODY HAS ANY FUTURE QUESTIONS PLEASE 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**

Survey Code	Trade Classification	Base Rate per hour	Fringe Rate per hour	Incentive Rate per hour	Subsistance Rate per hour	Apprenticeship Contribution Rate per hour
93	Bricklayer,Blocklayer, 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)	14.06	0.44	-0-	-0-	n/a
	<b>Electricians</b>					
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
51	Lineman/Wireman or 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
	<b>Operators</b>					
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
	<b>Laborers</b>					
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
	<b>Truck Drivers</b>					
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.

**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. LOCOMOTIVE;  
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 ASPHL); ROLLER (STEEL WHEEL); FRONT END LOADER (2 CY THRU 10 CY); SCRAPER  
OPER.; MOTOR GRADER.....**

**GROUP V  
ASPHALT DISTR.; ASPHALT PAVING OR LAYDOWN MACH.; ASPHALT RETORT HEATER; MIXER, HEAVY DUTY,  
ASPHALT OR SOIL CEMENT, TRENCHING MACHINE, CALM TYPE SHAFTMUCKER; BACKHOE, 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 (CRAWLER 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 FLOW  
GUNITTE 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.**

**GROUP I**

**PICK-UP TRUCK ¾ 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 ½ 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.**

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



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.

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: - 11 GENERAL BUILDING	LOCATION SE/4 SW/4 32-30N-9W (CITY/OTHER): SAN JUAN		DATE OF DECISION: 4/1/99
DESCRIPTION OF WORK	<p>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 &amp; SEED PREPARATION.</p> <p>TYPE "H" (HEAVY): CLOSE COMMERCIAL SURFACE WATER DISPOSAL FACILITY - REMOVAL/DISPOSAL OF FLUIDS IN TANKS: REMOVAL/DISPOSAL OF TANKS, ETC.: REMOVAL/DEMOLITION &amp; DISPOSAL OF BUILDINGS, ETC.: AND PLUGGING MONITORING WELLS.</p>		

WAGE RATES FOR CARPENTERS, ETC. ARE ON THE SECOND PAGE. OPERATORS, TRUCK DRIVER AND LABORS AND THE 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 PROJECT. PLEASE POST WAGE RATES 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

Survey Code	Trade Classification	Base Rate per hour	Fringe Rate	Incentive Rate	Subsistance	Apprenticeship Contribution
35	Asbestos Worker/Heat & Frost Insulator	18.90	4.58	-0-	-0-	0.17
36	Boilermaker	19.58	7.70	-0-	-0-	0.56
37	Bricklayer, Blocklayer, 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 '98 Hrs)	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
	<b>Electricians</b>					
	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
42	Lineman or 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
	<b>Operators</b>					
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
	<b>Laborers</b>					
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
	<b>Truck Drivers</b>					
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.

**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 ASPHALT); 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 3/4 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, CLAMSHALL, 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, CLAMSHALL, 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.**

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 &  
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.....

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)

LABORERS AND HANDMUCKERS.....

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  
SETTERS; TIMBERMEN (WOOD OR STEEL); TUNNEL LINER; PLATE SETTERS; ALL CUTTING &  
WELDING INCIDENTAL TO MINERS WORK.....

GROUP IX -(TUNNEL WORKERS)

POWDERMEN.....

GROUP X -(TUNNEL WORKERS)

SHIFTERS.....

TRUCK DRIVERS ON THE NEXT PAGE.

**GROUP I**

PICK-UP TRUCK ¾ 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 ½ 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 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)**

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**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.**

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.

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

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

Charlie's Well Service  
1000 Rio Brazos Road  
Aztec, NM 87410

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 *KS*  
(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.

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

NM 87503

**RECEIVED**  
APR 27 1999

FOB POINT: JOBSITE  
REQUESTED DELIVERY:  
WITHIN 2 WEEKS ARO

INVOICE:  
SAME

**OIL CON. DIV.**  
DIST. 3

VENDOR'S DELIVERY: \_\_\_\_\_  
DELIVERY MAY BE CONSIDERED IN  
THE AWARD.

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

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

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

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

IF APPLICABLE - BIDDER ACKNOWLEDGES RECEIPT OF THE FOLLOWING AMENDMENT(S)  
AMENDMENT NO: \_\_\_\_\_ 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.
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 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 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

**IMPORTANT BIDDING INFORMATION**

**RESIDENT MANUFACTURER PREFERENCE** – To expedite the determination of eligibility for the 5% Resident Manufacturer Preference, vendor must complete the following if applicable:

I (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 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, provide information and data 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.

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. Re-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 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.

**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

PAGE 3

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

0001 - INVITATION FOR BIDS (IFB) FOR THE PLUGG-  
ING/REMEDICATION/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"):

<b>OPERATOR</b>	<b>LOCATION</b>	<b>COUNTY</b>
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:	<b>Martyne Kieling</b>
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 CERTIFICATE OF INSURANCE naming the *State of New Mexico, Oil Conservation Division* as "Additional Insured", "Co-insured", or "Certificate Holder" prior to actual award of the contract.

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

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

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

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

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

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

**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/REMEDIAION/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 (H<sub>2</sub>S), 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 (¼¼ 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~~.

~~April 16, 1999~~  
MAY 5

10:30 AM

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

13. Unless the bidder has previously been approved by EMNRD-OCD for well-plugging/remediation/restoration services, bidder must submit a statement of the bidder's background and experience which qualifies the bidder to perform the services requested by this IFB. Such statement shall include how long the bidder has been performing such services, the experience of the principals and references of at least five persons for whom the bidder has performed such services, including names addresses, phones and the name of the contact person.

14. Failure by the successful bidder to return the signed contract with acceptable insurance certificate and any other requirements of the invitation to bid within fifteen (15) working days after receipt via certified mail of the Notice of Award shall be just cause for the cancellation of the award.

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

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

#### *GENERAL CONDITIONS:*

##### 1. General Statement

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

##### 2. Confidentiality

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

##### 3. Inspection

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

##### 4. Status of the Contractor

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

##### 5. Assignment

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

#### 6. Subcontracting

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

#### 7. Records and Audit

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

#### 8. Release

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

#### 9. Civil and Criminal Liability Notice

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

#### 10. Equal Opportunity Compliance

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

#### 11. Applicable Law

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

#### 12. Waiver

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

### 13. Indemnification

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

### 14. Duty to Insure

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

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

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

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

### 15. Suspension of Work

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

### 16. Attorney's Fees and Costs

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

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

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

WELL/WELL SITE PLUGGING/REMEDATION/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:	<b>Martyne Kieling</b>
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 than the amounts specified in the New Mexico Tort Claims Act, Sections 41-4-1 through 41-4-27, N.M.S.A. 1978.

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

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

## 22 Disputes

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

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

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

**22.3** Upon receipt of the Contractor's request for an appeal, the Secretary or an authorized representative shall make prompt arrangements to meet with the Contractor to review the material considered by the

Director of the Oil Conservation Division in reaching a final decision. The Secretary's final decision shall be delivered by certified mail within ten (10) working days after such meeting. The decision of the Secretary shall be final.

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

**23 Attorney's Fees and Costs**

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

**24 Suspension of Work**

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

**25 Signatures**

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

**FOR:**

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

By: \_\_\_\_\_  
Title

Date: \_\_\_\_\_

**FOR:**

\_\_\_\_\_  
(Contractor)  
Federal ID # \_\_\_\_\_

By: \_\_\_\_\_  
Title

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 - Minimum 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	\$	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.**

TYPE	MANUFACTURER	MODEL	CAPACITY	COND

**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.

<b>BIDDER MUST COMPLETE AND SIGN</b>	
_____	
Bidder Name	
_____	
Street Address	
_____	S t a t e
City	Zip
_____	
Telephone	
_____	Date
Authorized Signature	

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  
\$ \_\_\_\_\_

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: \_\_\_\_\_

DEPARTMENT, ENERGY, MINERALS & AGENCY OR BUREAU: NATURAL RES. DEPT.		County SJ	DECISION EXPIRES ON: 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	<p>TYPE "A" CLOSE COMMERCIAL SURFACE WATER DISPOSAL FACILITY - RATES FOR EXCAVATION OF SKIMMER PIT: REROUTING OF SURFACE DRAINAGE: FILLING AND REGRADING SKIMMER PIT AREA: AND RECONTOURING/TERRACING/SOIL &amp; SKED PREPARATION.</p> <p>TYPE "H" (HEAVY): CLOSE COMMERCIAL SURFACE WATER DISPOSAL FACILITY - REMOVAL/DISPOSAL OF FLUIDS IN TANKS: REMOVAL/DISPOSAL OF TANKS, ETC.: REMOVAL/DEMOLITION &amp; DISPOSAL OF BUILDINGS, ETC.: AND PLUGGING MONITORING WELLS.</p>			

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 11 X17 POSTER. IF ANYBODY HAS ANY FUTURE QUESTIONS PLEASE 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**

Survey Code	Trade Classification	Base Rate per hour	Fringe Rate per hour	Incentive Rate per hour	Subsistance Rate per hour	Apprenticeship Contribution Rate per hour
93	Bricklayer,Blocklayer, 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)	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
51	Lineman/Wireman or 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.

**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; BACKHOE, 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; PILEDRIIVER; 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\*\*\***

**GROUP I**

**PICK-UP TRUCK ¼ 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 ½ 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 RECEIVES 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 DESORPTIONS FOR CLASSIFICATIONS LISTED ON THIS WAGE DECISION OR AVAILABLE AT  
THE LABOR & INDUSTRIAL DIVISION, PUBLIC WORKS BUREAU, SANTA FE NEW MEXICO.**



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.

DEPARTMENT, ENERGY, MINERALS & NATURAL AGENCY OR BUREAU: RES. DEPT.		County SJ	DECISION EXPIRES ON: 7/30/99	DECISION NUMBER: SJ 99-1104 A/H
TYPE OF CONSTRUCTION: - "H" GENERAL BUILDING		LOCATION SE/4 SW/4 32-30N-9W (CITY/OTHER): SAN JUAN		DATE OF DECISION: 4/1/99
DESCRIPTION OF WORK	<p>TYPE "A" CLOSECOMMERCIAL SURFACE WATER DISPOSAL FACILITY - RATES FOR EXCAVATION OF SKIMMER PIT: REROUTING OF SURFACE DRAINAGE: FILLING AND REGRADING SKIMMERPIT AREA: AND RECONTOURING/TERRACING/SOIL &amp; SEED PREPARATION.</p> <p>TYPE "H" (HEAVY): CLOSE COMMERCIAL SURFACE WATER DISPOSAL FACILITY - REMOVAL/DISPOSAL OF FLUIDS IN TANKS: REMOVAL/DISPOSAL OF TANKS, ETC.: REMOVAL/DEMOLITION &amp; DISPOSAL OF BUILDINGS, ETC.: AND PLUGGING MONITORING WELLS.</p>			

WAGE RATES FOR CARPENTERS, ETC. ARE ON THE SECOND PAGE. OPERATORS, TRUCK DRIVER 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 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 Code	Trade Classification	Base Rate per hour	Fringe Rate	Incentive Rate	Subsistance	Apprenticeship Contribution
35	AsbestosWorker/Heat&Frost Insulator	18.90	4.58	-0-	-0-	0.17
36	Boilermaker	19.58	7.70	-0-	-0-	0.56
37	Bricklayer, Blocklayer, 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
	<b>Electricians</b>					
	<b>Outside Classifications:</b>					
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
42	Lineman or 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
	<b>Inside Classifications:</b>					
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	Rofer (No '97 or '98 Hours)	No Rate				
47	Sheet Metal Worker	20.29	5.19	-0-	-0-	0.44
	<b>Operators</b>					
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
	<b>Laborers</b>					
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
	<b>Truck Drivers</b>					
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.

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 ASPHALT); 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 1/4 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, CABLEWAY.....

GROUP X

PIPEMOBILE OPERATOR; MOLE OPERATOR.....

LABORERS ON THE NEXT PAGE.

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 &  
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.....

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)

LABORERS AND HANDMUCKERS.....

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  
SETTERS; TIMBERMEN (WOOD OR STEEL); TUNNEL LINER; PLATE SETTERS; ALL CUTTING &  
WELDING INCIDENTAL TO MINERS WORK.....

GROUP IX -(TUNNEL WORKERS)

POWDERMEN.....

GROUP X -(TUNNEL WORKERS)

SHIFTERS.....

TRUCK DRIVERS ON THE NEXT PAGE.

**GROUP I**

PICK-UP TRUCK ¾ 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 ½ 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 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 CLASSIFICATIONS LISTED ON THIS WAGE DECISION ARE AVAILABLE AT THE LABOR & INDUSTRIAL DIVISION, PUBLIC WORKS BUREAU, SANTA FE, NEW MEXICO.**



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.



Bottom gabion working.



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



Erosion across the last terms southeast corner.  
Reconstruction needed



Borrow pit weed population looks good.



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



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