



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

Lori Wrotenbery
Director
Oil Conservation Division

May 7, 2001

Mayo Marrs Casing, Pulling, Inc.
PO Box 863
Kermit, TX 79745-0863

Re: State of New Mexico IFB No. 10-521-20-05828
Plugging of 8 abandoned oil & gas wells in Eddy and Chavez counties

Dear Mr. Marrs,

As you recall, you submitted a bid (referenced above) to plug 8 abandoned oil and gas wells in Eddy and Chavez Counties, New Mexico. Unfortunately, after the IFB was issued, the owners of 6 of the 8 wells either filed for new hearings or for extensions of time. As a result, only 2 wells need to be plugged at this time, the Delmar Berry wells (Delmar W. Berry Quail State Well No.1 and the State "A" Well No. 1).

We would like to offer you the contract to plug those two wells, if you are still interested. As you recall, your bid on Quail State Well No. 1 was \$2,800 and your bid on the State "A" Well No. 1 was \$2,800. Together, it appears your bid a total amount of \$5,600 to plug both wells.

If you are willing to plug the wells, please let me know and we will finalize the paperwork. Otherwise, we will cancel the IFB and wait to re-bid the work. Please give me a call at (505) 476-3451 and we can discuss this further.

Sincerely,

Stephen C. Ross
Assistant General Counsel

Cc: Dorothy Phillips

BID FORM (Page 1)

NEW MEXICO OIL CONSERVATION DIVISION

Plugging/Remediating/Restoring Well/Well Site

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

Bid Identification Number: 10-521-20-05828.

Bid Opening Date and Time: MARCH 22, 2001 @2:00 P.M.

BIDDER MUST COMPLETE AND SIGN		
Bidder Name	MAYO MARKS CASING PULLING	
	BOX 863	
Street Address	KERMIT, TX 79745	
	(915) 586-2844	
City	State	Zip
Telephone		
Authorized Signature	3-8-01	
	Date	
Rickey Smith	Pres.	
Printed or Typed Name	Title	

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

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

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

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 \$ 51,845⁰⁰

BID FORM (Page 3)

LIST OF SUBCONTRACTORS AND EQUIPMENT

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

Bid Number: 10-521-20-05828

Bidder: MAYO MARRS CASING PULLING
BOX 863
KERMIT, TX 79745
(915) 586-2844

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
<i>NONE</i>			

EQUIPMENT LIST

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

TYPE	MANUFACTURER	MODEL	CAPACITY	COND
Rig	<i>Wilson</i>	<i>Super</i>	<i>180,000 ft</i>	<i>1</i>
Pump	<i>Arder Denver</i>	<i>3354</i>		<i>1</i>
BOP	<i>SHAFER</i>	<i>39</i>	<i>3000</i>	<i>1</i>

BID FORM (Page 2)

NEW MEXICO OIL CONSERVATION DIVISION
SUPPLEMENTAL BID RATE SHEET

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

SUPPLEMENTAL BID RATES

Bid Identification Number: 10-521-20-05828

Bidder: MAYO MARRS CASING PULLING
BOX 863
KERMIT, TX 79745
(915) 586-2844

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	\$ <u>160</u> ⁰⁰	hour
Cement pumping	\$ <u>275</u> ⁰⁰	plug
Cement to include any blending and any transportation costs	\$ <u>12</u> ⁰⁰	sack
Perforating to include ten holes per run and set-up charges	\$ <u>350</u> ⁰⁰	run
Move-in, move-out charges	\$ <u>1500</u> ⁰⁰	well
Water truck - Capacity <u>120</u> barrels	\$ <u>72</u> ⁰⁰	hour
Welder - Minimum hours if applicable: <u>4</u>	\$ <u>45</u>	hour
Backhoe - Minimum hours if applicable: <u>4</u>	\$ <u>45</u>	hour
Dozer - Minimum hours if applicable: <u>4</u>	\$ <u>105</u>	hour
Furnished tubular goods - Description: <u>2 7/8 - 1 3/4" mile trucking</u>	\$ <u>154</u>	foot

Bid Form (Page 1A)

BID PER WELL/WELL SITE (if more than one well/site)	BID	WELL/WELL SITE
\$	13,645 ⁰⁰	DH4 State #1
\$	2800 ⁰⁰	Quail State #1
\$	2800 ⁰⁰	State "A" #1
#	8150 ⁰⁰	Drynberg "16" #1
#	8150 ⁰⁰	Drynberg "16" #4
#	8150 ⁰⁰	Drynberg "32" #3
#	8150 ⁰⁰	Drynberg "32" #4

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

IMPORTANT
PLEASE PRINT DATE AND 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 *

Triple ~~Net~~ Services
P.O. Box 10451
Midland, TX 79702

WELL PLUGGING IN EDDY & CHAVEZ
COUNTIES

CONTRACT

TELEPHONE NO. 915-687-1994
IF YOUR ORDERING OR PAYMENT
ADDRESS IS DIFFERENT FROM
ABOVE, PLEASE SUBMIT AN
ATTACHMENT WITH YOUR ADDRESSES.

BID NUMBER: 10-521-20-05828
COMMODITY CODE(S): 05478

COMPANY:

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

N.M. 5% RESIDENT PREFERENCE
CERTIFICATION NUMBER _____

SEALED BID OPENING: FORMAL
STATE PURCHASING AGENT'S OFFICE
DATE: 03/22/01 TIME: 02:00 PM

NOTE: TO BE VALID BID MUST BE SIGNED

SIGNATURE: *[Signature]*
TYPE/PRINT NAME: JAMES F. NEWMAN

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

SHIP TO:
OCD
1220 SOUTH ST FRANCIS DR
SANTA FE NM 87505

FOB POINT: JOBSITES
REQUESTED DELIVERY:
AS REQUESTED

INVOICE:
OCD STATE LAND OFFICE BLDG. RM2
1220 SOUTH ST FRANCIS DR
SANTA FE NM 87505

VENDOR'S DELIVERY: May 2001
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 34 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 13-1-99 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 of 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 Work 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 (Page 1)

NEW MEXICO OIL CONSERVATION DIVISION

Plugging/Remediating/Restoring Well/Well Site

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

Bid Identification Number: 10-521-20-05828.

Bid Opening Date and Time: MARCH 22, 2001 @2:00 P.M.

BIDDER MUST COMPLETE AND SIGN		
<u>TRIPLE N SERVICES, INC</u>		
Bidder Name		
<u>P.O. Box 10451</u>		
Street Address		
<u>MIDLAND TX 79702-0451</u>		
City	State	Zip
<u>915-637-1994</u>		
Telephone		
<u>[Signature]</u>		<u>3/7/01</u>
Authorized Signature		Date
<u>JAMES F. NEWMAN</u>		<u>PRESIDENT</u>
Printed or Typed Name		Title

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

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

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

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 \$ 108,265.00

Bid Form (Page 1A)

BID PER WELL/WELL SITE (if more than one well/site)	BID	WELL/WELL SITE
	\$ <u>22,195.00</u>	<u>I.T. Properties</u>
	\$ <u>10,640.00</u>	<u>Delina W. Brum</u>
	\$ <u>13,250.00</u>	<u>Jack J. Grynberg</u>

BID FORM (Page 2)

NEW MEXICO OIL CONSERVATION DIVISION
SUPPLEMENTAL BID RATE SHEET

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

SUPPLEMENTAL BID RATES

Bid Identification Number: 10-521-20-05828

Bidder: TIZIPEE SERVICES

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	\$ 300.00	hour
Cement pumping	\$ 300.00	plug
Cement to include any blending and any transportation costs	\$ 12.00	sack
Perforating to include ten holes per run and set-up charges	\$ 600.00	run
Move-in, move-out charges	\$ 3,000.00	well
Water truck - Capacity <u>120</u> barrels	\$ 65.00	hour
Welder - Minimum hours if applicable: <u>4</u>	\$ 40.00	hour
Backhoe - Minimum hours if applicable: <u>4</u>	\$ 55.00	hour
Dozer - Minimum hours if applicable: <u>4</u>	\$ 100.00	hour
Furnished tubular goods - Description: <u>2-3/4" EUE workstring, per well inc. transportation</u>	\$ 0.25	foot

BID FORM (Page 3)

LIST OF SUBCONTRACTORS AND EQUIPMENT

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

Bid Number: 10-521-20-05828

Bidder: TRIPLE N SERVICES

Subcontractors List

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

WORK	COMPANY	ADDRESS	PHONE

EQUIPMENT LIST

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

TYPE	MANUFACTURER	MODEL	CAPACITY	COND
Rig	WILSON	42-180, double	140,000 lbs	GOOD
Pump	OILWELL	346P triplex	2,500 psi / 3 Bpm	GOOD
BOP	TRIPPLE M OIL TOOLS	manual	3,000 psi	GOOD
WIRELINE	SHOPMADE	7/32" electric line, hydraulic	4,000 ft	GOOD
WIRELINE	CHEVROLET	C70	15,000 ft	GOOD

30-015-21638

F-23-195-28c

I.T. Properties

D.R.V. STATE #1

Tops

T. SALT - 450'

B. SALT - 1380'

T. S.A. - 2690'

T. Gloria - 4255'

T. Wolfcamp - 8815'

T. Morrow - 10,810'

* Set 10 5x surface Plug.

* Perforate 5 1/2" casing @ 462'

Squeeze 100' cement Plug
inside + outside 5 1/2" casing - TAG

* Perforate 5 1/2" casing at 2850'. Squeeze 100' cement Plug
inside + outside 5 1/2" casing - TAG

* Perforate 5 1/2" casing at 5766'. Squeeze 100' cement Plug
inside + outside 5 1/2" casing - TAG

* Run + set CIBP w/35' cement at 8766'.

* Run + set CIBP w/35' cement at 10,925'.

* Brine gel between all Plugs

111
= Perfs 8866' - 8902'

111
= Perfs 11,025' - 47'

* Erect dry hole marker

cut + level all pits

cut + remove all Deadmen.

Remove junk from location.

Cover + Fill in cellar.

12 3/4" casing
417' circ.

8 5/8" casing

2800'

oc - 541'

np. survey

5 1/2" casing

11,553'

T.O.C

6880' Temp. Survey

BEFORE EXAMINER CATANACH
OIL CONSERVATION DIVISION

OLD

EXHIBIT NO. 1

CASE NO. 12459

New Mexico
Department of
LABOR

NEW MEXICO DEPARTMENT OF LABOR
LABOR AND INDUSTRIAL DIVISION
PUBLIC WORKS
1596 Pacheco St., Aspen Plaza Suite 105 Santa Fe, NM 87505

We would like to request a wage rate decision on the following - Please Type ONLY - Date 2/8/01

PROJECT: Plug 8 abandoned oil and gas wells in Eddy and Chaves Counties, New Mexico.

LOCATION: (PHYSICAL ADDRESS INCLUDING COUNTY) Please see attached list

CONTRACTING AGENCY, EMRND-Oil Conservation Division
DEPARTMENT OR BUREAU:

ESTIMATED BID OPENING DATE: March 2, 2001 ESTIMATED ADVERTISING DATE: February 15, 2001

ESTIMATED COST OF EACH OF THE SEVERAL CLASSIFICATIONS OF CONSTRUCTION:
\$80,000 for all eight wells.

DESCRIPTION OF WORK: (BE SPECIFIC) Plug 8 abandoned oil and gas wells with cast iron bridge
plugs and pumped cement and/or any other work required by the plugging procedures
prepared by the Oil Conservation Division to prevent the migration of fluids through
the wellbores.

** NOTE: PREVIOUS DECISION NUMBER ISSUED "FOR THIS PROJECT" (IF ANY) N/A

IF you have any questions, please call Public Works at (505) 827-6837. Fax # (505) 827-1664.

ADDRESS TO WHICH WAGE DETERMINATION SHOULD BE MAILED:

Attention: Oil Conservation Division

Signature

Name:

Dorothy Phillips

Type Name

Dorothy Phillips

Address

1220 S. St. Francis Drive

City/State/Zip

Santa Fe, NM 87505

Telephone

(505) 476-3461

FOR OFFICE USE ONLY

Type(s)

County

Date Rec'd

Date Assigned

Date Mailed

Comments

Comments

Initials

Initials

**NEW MEXICO ENERGY MINERALS AND NATURAL
RESOURCES DEPARTMENT
OIL CONSERVATION DIVISION
INVITATION FOR BIDS**

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

OPERATOR	WELL NAME	LOCATION	COUNTY
I.T. Properties.	DHY State Well No. 1	F-23-19S-28E	Eddy
Delmar W. Berry	Quail State Well No. 1	N-8-17S-28E	Eddy
Delmar W. Berry	State "A" Well No. 1	K-2-15S-29E	Chaves
Jack J. Grynberg	Grynberg "16" State Well No. 1	P-16-5S-24E	Chaves
Jack J. Grynberg	Grynberg "16" State Well No. 3	E-16-5S-24E	Chaves
Jack J. Grynberg.	Grynberg "16" State Well No. 4	G-16-5S-24E	Chaves
Jack J. Grynberg.	Grynberg "32" State Well No. 3	N-32-5S-24E	Chaves
Jack J. Grynberg.	Grynberg "32" State Well No. 4	F-32-5S-24E	Chaves

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

_____.

The Invitation for Bids, including information about the current condition of the well(s)/well sites and the plugging/remediation/restoration procedures, as well as required bid forms are available from Dorothy Phillips at the Division's Santa Fe Office: 1220 S. St. Francis Drive, Santa Fe, NM 87505, Phone: (505)476-3461; or from the contact person.

The Division's contact person for this IFB is:

Contact Person:	Dorothy Phillips
District Office:	Santa Fe
Address:	1220 S. Saint Francis Drive
City and State:	Santa Fe, NM 87505
Phone:	(505) 476-3461

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

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

INSTRUCTIONS TO BIDDERS

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

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

The deadline for the receipt of bids is no later than _____. 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., _____ 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 year** 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: _____

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

OPERATOR	WELL NAME	LOCATION	COUNTY
I.T. Properties	DHY State Well No. 1	F-23-19S-28E	Eddy
Delmar W. Berry	Quail State Well No. 1	N-8-17S-28E	Eddy
Delmar W. Berry.	State "A" Well No. 1	K-2-15S-29E	Chaves
Jack J. Grynberg	Grynberg "16" State Well No. 1	P-16-5S-24E	Chaves
Jack J. Grynberg	Grynberg "16" State Well No. 3	E-16-5S-24E	Chaves
Jack J. Grynberg	Grynberg "16" State Well No. 4	G-16-5S-24E	Chaves
Jack J. Grynberg	Grynberg "32" State Well No. 3	N-32-5S-24E	Chaves
Jack J. Grynberg	Grynberg "32" State Well No. 4	F-32-5S-24E	Chaves

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

The New Mexico Oil Conservation Division hereinafter referred to as the EMNRD-OCD is soliciting TURNKEY bids for the purpose of plugging/remediating/restoring the referenced well(s)/well site(s) as per the plugging/remediation/restoration procedure that follows. If more than one well/well site, the bid shall set forth an amount for each individual well/well site as well as the total for all wells/well sites. The turnkey bid shall include any well site preparation, access to and egress from the well site including any road building or special access problems. Turnkey bids shall include site cleanup as specified. An hourly rate for some basic services is also requested along with some other basic unit costs. Bids will be awarded to the lowest and/or the best turnkey bidder capable of performing services as specified. **ONE COPY EACH OF THE THREE BID FORM PAGES ONLY, WITH ORIGINAL SIGNATURE AFFIXED, SHALL BE SUBMITTED.**

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

Mike Stubblefield
Oil Conservation Division
Artesia District Office
811 S. 1st Street
Artesia, NM 88210
Telephone: (505) 748-1283

ALTERNATE PROCEDURE PROVISIONS

1. If changes in procedures are initiated by the EMNRD-OCD that will require time, materials, equipment or supplies beyond those required by the original turnkey procedure, charges for these will be paid by the EMNRD-OCD based on the Supplemental Bid Rates.

2. Should there be charges above those required by the original turnkey procedure that are not covered by the "Supplemental Bid Rate Schedule", these charges must be competitive with area vendor prices. These may be billed as Third Party charges if not supplied by the primary contractor.

3. If changes in procedures are initiated by the EMNRD-OCD that will require less time, materials, equipment or supplies than those required by the original turnkey procedure, the EMNRD-OCD reserves the right to revert to hourly charges plus actual cost for materials, supplies and equipment used for the work performed. Minimum payment will not be less than twenty-five percent of the original turnkey bid.

4. If problems are encountered which could not be reasonably foreseen by a review of the EMNRD-OCD records and an on-site inspection, the contractor will be required to make a reasonable and good faith effort to resolve these problems under the turnkey provisions. If these reasonable efforts fail, any time, materials, equipment or supply costs required to correct these problems will be billed to the EMNRD-OCD in addition to the turnkey price based on the Supplemental Bid Rates. The EMNRD-OCD reserves the right to discard the turnkey bid and to be billed solely at the Supplemental Bid Rates if it is determined that the problem is unresolvable or cost prohibitive. Minimum payment will not be less than twenty-five percent of the turnkey bid.

5. A "Third Party" charge is defined as charges for goods, services or equipment furnished by a company or individual other than the primary vendor. All Third Party charges must be billed to the primary vendor. The primary vendor should include in his bill to the EMNRD-OCD a listing of all Third Party charges supported by invoices and field tickets from the Third Party vendors, unless the charges are covered by the supplemental bid data. In that case, listing the charge on the invoice is the only requirement. No service charge will be paid by the EMNRD-OCD for the handling of Third Party charges. Failure to timely pay Third Party vendors may result in removal from the state funded-plugging/remediation/restoration bid list.

6. Under no circumstances will the EMNRD-OCD pay travel allowances or crew per diem.

General information

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

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

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

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

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

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

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

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

I. The EMNRD-OCD reserves the right to reject any or all bids for any reason.
WELL INFORMATION AND PLUGGING/REMEDIATION/RESTORATION PROCEDURE

SUMMARY WELL DATA

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

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

SURFACE CASING:

INTERMEDIATE CASING: [SEE ATTACHED]

PRODUCTION CASING:

TUBING:

OTHER INFORMATION:

PLUGGING/REMEDIATION/RESTORATION PROCEDURE
including site preparation and cleanup

[SEE ATTACHED]

REQUIREMENTS FOR BIDDERS AND GENERAL CONDITIONS

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

REQUIREMENTS:

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

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

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

GENERAL CONDITIONS:

1. General Statement

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

2. Confidentiality

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

3. Inspection

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

4. Status of the Contractor

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

5. Assignment

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

6. Subcontracting

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

7. Records and Audit

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

8. Release

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

9. Civil and Criminal Liability Notice

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

10. Equal Opportunity Compliance

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

11. Applicable Law

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

12. Waiver

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

13. Indemnification

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

14. Duty to Insure

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

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

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

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

15. Suspension of Work

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

16. Attorney's Fees and Costs

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

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

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

WELL/WELL SITE PLUGGING/REMEDICATION/RESTORATION CONTRACT

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

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1 Scope of Services

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

OPERATOR	WELL NAME	LOCATION	COUNTY
I.T. Properties	DHY State Well No. 1	F-23-19S-28E	Eddy
Delmar W. Berry	Quail State Well No. 1	N-8-17S-28E	Eddy
Delmar W. Berry	State "A" Well No. 1	K-2-15S-29E	Chaves
Jack J. Grynberg.	Grynberg "16" State Well No. 1	P-16-5S-24E	Chaves
Jack J. Grynberg	Grynberg "16" State Well No. 3	E-16-5S-24E	Chaves
Jack J. Grynberg	Grynberg "16" State Well No. 4	G-16-5S-24E	Chaves
Jack J. Grynberg	Grynberg "32" State Well No. 3	N-32-5S-24E	Chaves
Jack J. Grynberg	Grynberg "32" State Well No. 4	F-32-5S-24E	Chaves

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

1.2 The work shall be performed under the supervision of an EMNRD-OCD representative who shall be on site during the course of performance of the contract. EMNRD-OCD, through its on-site representative or the responsible District Supervisor, shall have the sole authority to approve any changes to the Scope of Work, including the authority to proceed under an hourly rate, and to approve the Contractor's final work product.

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

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

2 Compensation

2.1 EMNRD-OCD shall pay to the Contractor in full payment for services rendered the sum of 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 plugging 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 one year 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:	Mike Stubblefield
Contracting Division:	Oil Conservation Division State of New Mexico Artesia District Office 811 S. 1 st Street Artesia, NM 88210 Telephone: (505) 748-1283

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 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-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**

FOR:

(Contractor)
Federal ID # _____

By: _____
Title

Date: _____

By: _____
Title

Date: _____

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

FOR:

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

I.D. NO.: _____

By: _____

Date: _____

BID FORM (Page 1)

NEW MEXICO OIL CONSERVATION DIVISION

Plugging/Remediating/Restoring Well/Well Site

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

Bid Identification Number: _____.

BIDDER MUST COMPLETE AND SIGN		
Bidder Name _____		
Street Address _____		
City _____	State _____	Zip _____
Telephone _____		
Authorized Signature _____		Date _____
Printed or Typed Name _____		Title _____

Bid Opening Date and Time: _____

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

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

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

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

TOTAL TURNKEY BID \$ _____

Bid Form (Page 1A)

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

BID FORM (Page 2)

NEW MEXICO OIL CONSERVATION DIVISION
SUPPLEMENTAL BID RATE SHEET

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

SUPPLEMENTAL BID RATES

Bid Identification Number: _____

Bidder: _____

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

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

BID FORM (Page 3)

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

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
Rig				
Pump				
BOP				

**NEW MEXICO DEPARTMENT OF LABOR
LABOR AND INDUSTRIAL DIVISION
SANTA FE OFFICE**

MEMORANDUM

Date: August 21, 2000

To: Whom It May Concern, Especially All Contractors on Public Works Projects

From: John Minks, Chief  jminks@state.nm.us (505) 827-6837
Public Works Bureau

Subject: New Payroll Policy and Related Issues

Under the new certified payroll policy for public works projects, contractors should not send payrolls to our office unless the work is in June or we ask for specific payrolls. We will always need all payrolls that show any work in June each year for our annual wage survey. We will ask for some payrolls to perform random audits to ensure compliance. We will ask for payrolls when there are allegations of problems or violations on a specific job site. Our experience shows that there are not always problems, but we must follow up. Furthermore, when problems are encountered, our job is to bring that contractor into compliance. We do not intend to put anyone out of business.

Our policy change on sending certified payrolls to the Department of Labor does not change the requirement to send them to the owner or contracting agency. The owner may not want them, but they also must have the option of getting them when they are needed. The prime contractors may also require copies of certified payrolls from all of their subs. The prime is responsible for the project and should not pay a sub until convinced that the sub's contractual requirements have been met. On a public works project, those requirements include proper classification and pay for all employees.

A Statement of Intent to Pay Prevailing Wages is required from each contractor on every public works project. On projects going on when this policy was implemented, we need the Statement as soon as possible. On new projects, we must have the Statement before a contractor starts work. After a contractor/subcontractor has finished work on the project, but before the final payment is made, an Affidavit of Wage Paid must be returned to this office. Both the Statement and Affidavit are available on the DOL web page, and blank copies are sent to the requesting agency with each wage decision. The web page is at www.dol.state.nm.us, and you need to click on Employer Services (upper part of page). Next, click on Public Works Wage Rate Request. The Statement and Affidavit are at the bottom of the page that comes up.

We now need the Notification of Award (NOA) along with the Statement of Intent before work starts on any public works project. We still need an Apprenticeship & Training Contribution Compliance Statement (by the 15th) on all projects with Apprenticeship Contribution rates on the wage decisions.

GARY E. JOHNSON
GOVERNOR

CLINTON D. HARDEN, JR.
SECRETARY



New Mexico Department of Labor
Labor and Industrial Division

RUDY J. MAESTAS
DIRECTOR

NOTICE TO ALL CONTRACTORS

Effective immediately (7/26/00), except for the month of June, you are no longer required to submit certified payrolls to the New Mexico Labor and Industrial Division (Public Works Bureau). We will conduct random audits to assure compliance with Public Works Rules and Regulations, and we may request legible copies of selected certified payrolls. On all General Building, Residential and Heavy Engineering projects, you will still be required to submit Apprenticeship and Training Contribution Compliance Statements by the 15th of the month following the report period. All June payrolls will still be used for the annual wage survey.

If you have any questions on this change in policy, please call John Minks at (505) 827-6837. Thank you for your cooperation.

Respectfully Submitted,

Rudy J. Maestas
Director

"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

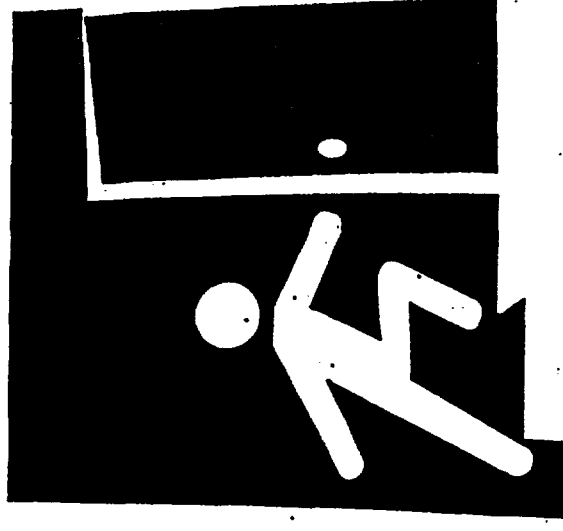
☐ P.O. Box 1708, Las Cruces, NM 88004-1708
Wage and Hour Bureau - (505) 524-6195
Fax# - (505) 524-6194

☐ 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 Public Works Construction



New Mexico
Department of
LABOR

CHECK OUT THE DOL WEB SITE
FOR VALUABLE INFORMATION.
www.dol.state.nm.us Click on Employer
Services and Public Works. Find a
request for a wage decision (contracting
agencies, architects and engineers only
may submit with this), a list of many of
the public works projects currently up for
bid, forms mentioned earlier, current
wage rates (good for advertising but not
for the contracts - you need an official
WD), a set of the Public Works Rules &
Regs, etc.

General Questions on Public Works and
annual wage survey: call John Minks
(505) 827-6837; jminks@state.nm.us;
Questions on Wage Rate Decisions: call
(505) 827-6897.
Questions on certified payrolls: call 827-
6846 or 827-6843.

Apprenticeship contribution questions:
call 827-6839.

Questions on Statement of Intent to Pay
Prevailing Wages, Affidavit of Wages
Paid, etc.: call 827-6833

Fax number for Public Works Bureau:
(505) 827-1664.

General Questions on Apprenticeship:
call (505) 841-8989.

6. When does overtime pay start?
Overtime pay starts after 40 hours of
work in a seven-day workweek for the
same employer, regardless of how many
projects the employee works on.

7. How is overtime pay computed?
Overtime pay is 1.5 times the base pay
with fringes added back. For example, if
the base is \$12/hr and the fringe benefit
is \$2/hr, the total over time rate is $12 \times$
 $1.5 + 2$ or $18 + 2 = 20$.

8. If an employee works in more
than one job classification, how is pay
computed?

The payroll must have a line entry for
each job classification along with the
hours worked in that classification and
the appropriate rate of pay.

9. How can I file a wage claim?

If you think your employer owes you
more wages, you may file a wage claim
at any DOL office. You should keep
copies of pay stubs, a diary of when you
worked, where and the work you did.

10. What does the term "at will
State" mean?

New Mexico is an "at will State" and the
term means that an employer may hire
and fire employees at will.

Gary E. Johnson
Governor

Clinton D. Harden Jr.
Secretary

Labor & Industrial Division

Rudy J. Maestas
Director

GARY E. JOHNSON
GOVERNOR

CLINTON D. HARDEN, JR.
SECRETARY

February 12, 2001

New Mexico Department of Labor
Labor and Industrial Division



RUDY J. MAESTAS
DIRECTOR

If bids for this project are not opened
by March 31, 2001, new rates must be
requested and advertised.

Dorothy Phillips
Oil Conservation Division
1220 S. St. Francis Drive
Santa Fe, NM 87505

Re: SW 01-705 H PLUG 8 ABANDONED OIL AND GAS WELLS IN EDDY AND CHAVES COUNTIES.

Dear Ms. Phillips:

Please include the enclosed wage decision in bid documents for the above referenced project. The prime contractor must post and maintain a copy of this wage decision in a prominent and easily accessible place at the job site during all phases of construction.

Before any work starts, the enclosed Notification of Award (NOA) and Statement of Intent to Pay **Prevailing Wages must be completed and returned** to this office. The NOA must be filled in completely (including the list of subs on back and all phone numbers) by either the contracting agency of the prime contractor. The prime and each subcontractor (at all tiers) must also complete and return a Statement Of Intent before they start any work on the job site.

EXCEPT for payrolls for all work in the month of June (that we need for the annual wage survey), **DO NOT SEND CERTIFIED PAYROLLS UNLESS THEY ARE SPECIFICALLY REQUESTED!** The NOA, Statement of Intent and all payrolls (requested ones and those for June work) must clearly show the State wage decision number (for example, BE 00- 9876 B). Please include the payroll clerk's phone number. We **will** request payrolls for random audits and any time there's a possible problem on the job site. This new policy does not relieve contractors from the statutory requirement to provide legible copies of payrolls to the contracting agency.

The Affidavit of Wages Paid must be filled in and returned to this office after each subs work is completed, but before their final payment. The form certifies that each contractor paid proper wages. Both the Statement and the Affidavit must be signed, notarized and mailed to this office. A copy will be mailed back to the prime for distribution to the subs and the owner. The Statement and Affidavit are on the DOL web page with an Apprenticeship Contribution form at www.dol.state.nm.us. Click on Employer Services and Public Works and scroll down.

Sincerely,

John Minks
John Minks, Chief
Public Works Bureau
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

"An Equal Opportunity Employer"

☐ P.O. Box 1708, Las Cruces, NM 88004-1708
Wage and Hour Bureau - (505) 524-6195
Fax # - (505) 524-6194
☐ P.O. Box NN, Carlsbad, NM 88221-7537
Wage and Hour Bureau - (505) 885-5072
Fax # - (505) 885-9748

☐ 501 Mountain Rd., NE - Albuquerque, NM 87102
Wage and Hour Bureau - (505) 841-8983
Fax # - (505) 841-9317
☐ 501 Mountain Rd., NE - Albuquerque, NM 87102
Apprenticeship - (505) 841-8989
Fax # - (505) 841-8739

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



New Mexico Department of Labor
Labor and Industrial Division

RUDY J. MAESTAS
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) 827-6837

"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
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Fax# - (505) 524-6194

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Wage and Hour Bureau - (505) 885-5072
Fax# - (505) 885-0748

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. SW 01-705 H

Description of Work and Location of Work:

PLUG 8 ABANDONED OIL AND GAS WELLS IN EDDY AND CHAVES COUNTIES – PLUG 8
ABANDONED OIL AND GAS WELLS WITH CAST IRON BRIDGE PLUGS AND PUMPED CEMENT
AND/OR ANY OTHER WORK REQUIRED BY THE PLUGGING PRODCEDURES PREPARED BY THE OIL
CONSERVATION DIVISION TO PREVENT THE MIGRATION OF FLUIDS THROUGH THE WELLBORES.
LOCATIONS IN EDDY AND CHAVES STATEWIDE (EMRND-OIL
CONSERVATION DIVISION)

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 to the address above. This form must also be completed if the project is canceled.

Contractors Name _____ License# _____

Address _____

City, State, ZipCode _____

Telephone _____ Fax _____

Approximate Date Work to Start _____

Estimated Completion Date _____

Estimated Cost of Project _____

Bid Opening Date _____

Signed _____

Printed Name _____

Date _____

To be completed by the Requesting agency of 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 STATEMENT OF INTENT TO PAY PREVAILING WAGES ALONG WITH THE NOTIFICATION OF AWARD. The Prime Contractor and each subcontractor also MUST mail their AFFIDAVIT OF WAGES PAID after their work on the project is completed to this division with in ten (10) working days.

New Mexico
Department of
LABOR

NEW MEXICO DEPARTMENT OF LABOR
LABOR AND INDUSTRIAL DIVISION
PUBLIC WORKS
1596 Pacheco St., Aspen Plaza Suite 105 Santa Fe, NM 87505

We would like to request a wage rate decision on the following - Please Type ONLY - Date

PROJECT: _____

LOCATION: (PHYSICAL ADDRESS INCLUDING COUNTY) _____

CONTRACTING AGENCY,
DEPARTMENT OR BUREAU: _____

ESTIMATED BID OPENING DATE: _____ ESTIMATED ADVERTISING DATE: _____

ESTIMATED COST OF EACH OF THE SEVERAL CLASSIFICATIONS OF CONSTRUCTION: _____

DESCRIPTION OF WORK: (BE SPECIFIC) _____

** NOTE: PREVIOUS DECISION NUMBER ISSUED "FOR THIS PROJECT" (IF ANY) _____

IF you have any questions, please call Public Works at (505) 827-6837. Fax # (505) 827-1664.

ADDRESS TO WHICH WAGE DETERMINATION SHOULD BE MAILED:

Attention: _____ Signature _____

Name: _____ Type Name _____

Address _____

City/State/Zip _____ Telephone _____

FOR OFFICE USE ONLY

Type(s) _____

County _____ Date Rec'd _____

Date Assigned _____ Date Mailed _____

Comments _____ Comments _____

Initials _____ Initials _____

MINIMUM WAGE RATES
LABOR & INDUSTRIAL DIVISION - PUBLIC WORKS BUREAU, SANTA FE, NM

DEPARTEMENT AGENCY OR BUREAU	COUNTY	DECISION EXPIRES ON:	DECISION NUMBER:
EMRND-OIL CONSERVATION DIVISION	SW	03/31/2001	SW 01-705 H
TYPE OF CONSTR.: "H" HEAVY ENGING.:	LOCATION (CITY/OTHER): LOCATIONS IN EDDY AND CHAVES COUNTIES		DATE OF DECISION: 02/12/2001
DECRPTION OF WORK: PLUG 8 ABANDONED OIL AND GAS WELLS IN EDDY AND CHAVES COUNTIES - PLUG 8 ABANDONED OIL AND GAS WELLS WITH CAST IRON BRIDGE PLUGS AND PUMPED CEMENT AND/OR OTHER WORK REQUIRED BY THE PLUGGING PRODCEURES PREPARED BY THE OIL CONSERVATION DIVISION TO PREVENT THE MIGRATION OF FLUIDS THROUGH THE WELLBORES.			

NOTE: IF BIDS ON THIS PROJECT ARE NOT OPENED BY JANUARY 12TH, 2001 NEW RATES **WILL** BE REQUIRED. CALL (505) 827-6837 OR (505) 827-6897 TEN DAYS BEFORE BID DATE TO CHECK STATUS OF RATES.

ALL: CONTRACTORS SELECTED IN THIS BID PROCESS MUST SUBMIT A SIGNED NOTIFICATION OF AWARD & STATEMENT OF INTENT TO PAY PREVALING WAGES BEFORE THEY START WORK. SUB-CONTRACTORS MUST ALSO SUBMIT THE STATEMENT BEFORE THEY START WORK.

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 PAGES INCL. THE FIRST PAGE WITH THE WAGE RATE DECISION NUMBER EACH OF THE PRIME CONTRACTOR (S) AND TO ALL OF THE SUB-CONTRACTORS FOR THIS PROJECT. PLEASE POST WAGE RATES FOR CAPRENTERS OPERATORS, ETC., AT THE LOCATION OF THE JOB SITE ALONG WITH 11X17 POSTER. IF ANYBODY HAS ANY FUTURE QUESTIONS PLEASE CALL JOHN MINKS AT (505) 827-6837.

ANY PERSON MAY BE PAID AT MORE THAN ONE RATE OF PAY FOR OTHER TYPES OF WORK DONE. PAYROLLS NEED 1 LINE PER TYPE WORK WITH THE RAT & HOURS FOR THE WORK.

WAGE RATES EFFECTIVE DATE IS 01/04/2000.

"H"-Heavy Engineering

January 4, 2000

Trade Classification		Base Rate	Fringe Rate	Appr. Contr. Rate
Asbestos Worker/Heat & Frost Insulator		19.30	4.75	0.17
Boilermaker		21.08	6.96	0.36
Carpenter/Lather		17.65	3.24	0.20
Millwright/Piledriver		18.80	2.99	0.20
Cement Mason		12.35	1.67	0.00
Electricians				
Outside Classifications:				
Groundman (Outside)		18.99	6.12	0.20
Equipment Operator (O/S)		21.81	6.12	0.20
Lineman or Tech. (Outside)		22.40	6.12	0.20
Cable Splicer (Outside)		23.58	6.12	0.20
Inside Classifications:				
Wireman/Tech (Inside)		19.60	5.50	0.20
Cable Splicer (Inside)		21.33	5.50	0.20
Ironworker		16.34	5.93	0.38
Painter (Brush/Roller/Spray)		11.25	1.25	0.00
Plumber/Pipefitter		21.88	5.24	0.31
Roofer		14.55	4.78	0.23
Sheet Metal Worker		19.99	5.55	0.47
Operators	Group I	15.25	2.50	0.30
	Group II	15.45	2.50	0.30
	Group III	16.03	2.50	0.30
	Group IV	16.05	2.50	0.30
	Group V	16.05	2.50	0.30
	Group VI	16.20	2.50	0.30
	Group VII	16.25	2.50	0.30
	Group VIII	16.40	2.50	0.30
	Group IX	16.90	2.50	0.30
	Group X	17.70	2.50	0.30
Labors	Group I	9.39	1.20	0.06
	Group II	9.69	1.20	0.06
	Group III	9.99	1.20	0.06
	Group IV	10.56	1.20	0.06
	Group V	10.81	1.20	0.06
	Group VI	9.54	1.20	0.06
	Group VII	9.69	1.20	0.06
	Group VIII	9.94	1.20	0.06
	Group IX	10.14	1.20	0.06
	Group X	10.81	1.20	0.06
Truck Drivers	Group I	9.60	0.45	\$0.00
	Group II	9.80	0.45	\$0.00
	Group III	10.00	0.45	\$0.00
	Group IV	10.20	0.45	\$0.00

LABOR CLASSIFICATION GROUPS
TYPE "H" CONSTRUCTION
PAGE 1

GROUP I – (Unskilled):

Building and Common Laborer; Carpenter Tender; Chainman; Rodman; Stakedriver; Concrete Buggy Operator (Hand); Concrete Workers; Flagmen; Soil-Sampler Tester.

GROUP II – (Semi-skilled):

Wagon, Air-Tract; Drill & Diamond Drillers' Tender (outside); Air & Power Tool Operator (not a carpenter's tool); Asbestors Remover; Asphalt Heaterman; Asphalt Jointman; Asphalt Raker; Batching Plant Scaleman; Tenderers (to Cement Mason & Plasterer); Chain Sawman; Concrete Power Buggyman Operator; Concrete Touch-Up Man; Concrete Sawman – coring machine; Curbing Machinist, Asph. Or Cement; Cutting Torchman; Metal Form Setter-Road; Grade Setter; Hod Carrier; Mortar Mixer & Mason Tender; Powderman or Blaster Helper; Sandblaster; Scaler; Vibratorman (hand-type); Vibratory Compactor (hand-type); Window Washer; Nurseryman-Gardener; Wagon, Air Tract, Drill & Diamond Driller (outside); Roadway Hardware Worker.

GROUP III – (Miscellaneous):

Gunit Pumpcrete Man & Nozzleman; Multi-plate Setter; Manhole Builder; Pipelayer; Powderman-Blaster-Make-Up; Landscaper; Traffic Control Technician; Laboratory Technician.

GROUP IV – (Shaft Workers):

Air Tugger Operator; Concrete Workers (incl. All cement chipping & finish, underground); Drillers; Form Setters & Handlers; Hand Muckers; Miners; Powdermen; Timbermen (wood or steel); Reinforcing Steel Setters; Tunnel Liner; Plate Setters, all Cutting & Welding Incidental to Miner's Work; Toplanders; Bottomlanders.

GROUP V – (Shaft Workers):

Shifters.

GROUP VI – (Tunnel Workers):

Laborers and Handmuckers.

GROUP VII – (Tunnel Workers):

Chuck Tenders; Groutmen; Nippers; Trackmen.

LABOR CLASSIFICATION GROUPS
PAGE 2

GROUP VIII – (Tunnel Workers):

Drillers; Form Setters & Handlers; Scalers; Miners; Timbermen; Brakemen; Concrete Workers (incl. All cement chipping & finishing underground); Reinforcing Steel Setters; Timbermen (wood or steel); Tunnel Liner Plate Setters; All Cutting & Welding Incidental to Miner's Work.

GROUP IX – (Tunnel Workers):

Powdermen.

GROUP X - (Tunnel Workers):

Shifters.

EQUIPMENT OPERATOR CLASSIFICATION GROUPS

GROUP I:

Concrete Paving Curing Machine.

GROUP II:

Belt Type Conveyors (material & concrete); Broom (self-propelled); Forklift; Greases Truck Oper.; Head Oiler; Hydro Lift; Tractor (under 50 drawbar HP with or without attach.); Industrial Loco. Brakeman; Front-End Loader (2 cy or less); Fireman; Oiler; Screedman; Roller (pull-type); Mulching Machine; Roller (self-propelled).

GROUP III:

Concrete Paving Form Grader; Concrete Paving Gang Vibrator; Concrete Paving Joint or Saw Machine; Concrete Paving Sub Grader; Tractor with Backhoe Attachment; Subgrade or Base Finisher; Power Plant (electric generator or welding machine).

GROUP IV:

Bulldozer (including self-propelled roller with dozer attachment); Batch or Continuous Mix Plant (concrete, soil-cement, or asph.); Roller (steel wheel); Front End Loader (2 – 10 cy); Scraper Operator; Motor Grader.

EQUIPMENT OPERATOR CONT'D
PAGE 3

GROUP V:

Asphalt Distributor; Paving or Laydown Machine; Asphalt Retort Heater; Mixer, Heavy Duty, Asphalt or Soil Cement; Trenching Machine; Clam Type Shaftmucker; Backhoe, Clamshell, Dragline, Gradall, Shovel (under $\frac{3}{4}$ cy); Elevating Grader or Belt Loader; Cranes (crawler or mobile) under 20 tons; Air Compressor (300 CFM & over); Crushing Screening & Washing Plants; Drilling Machine (cable core or rotary); Mixer, Concrete (1 cy & less); Pump (6 " intake or over); Winch Truck; Hoist (1 drum); Industrial Locomotive Motorman; Lumber Stacker; Tractor (50 drawbar HP or over).

GROUP VI:

Concrete Paver Mixer; Hoist (2 drums & over); Side Boom; Traveling Crane; Piledriver; Backhoe, Clamshell, Dragline, Gradall, Shovel ($\frac{3}{4}$ cy to 3 cy); Cranes (crawler or mobile) 20 – 40 ton; Front End Loader (over 10 cy); Mixer; Concrete (over 1 cy); Mechanic and/or Welder.

EQUIPMENT OPERATOR CLASSIFICATION GROUPS

GROUP VII:

Concrete Slip-Form Paving Machine; Concrete Paving Finishing Machine; concrete Paving Longitudinal Float; Gunite Machine; Refrigeration; Jumbo Form or Drilling; Stage; Slusher; Concrete Paving Spreader; Pumpcrete Machine; Grout Pump Operator.

GROUP VIII:

Mine 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.

TRUCK DRIVER CLASSIFICATION GROUPS
PAGE 4

GROUP I:

Pick-up Truck ($\frac{3}{4}$ ton or under); Warehouseman; Dump Truck (under 8 cy); Flatbed (1 $\frac{1}{2}$ ton or under).

GROUP II:

Dump Truck (8-16 cy); Tank Truck (under 6,000 gals.); Flatbed (over 1 $\frac{1}{2}$ ton).

GROUP III:

Spreader Box (self-propelled); Distributor (asphalt) Transit Mix; Lowboy; Light Equipment; Off-Highway Hauler; Tank Truck (over 6,000 gals.); Dump Truck (over 16 cy); Trailer Semi-Trailer Dump.

GROUP IV:

Diesel-powered Transport; Lowboy; Heavy Equipment.



NEW MEXICO DEPARTMENT OF LABOR
LABOR & INDUSTRIAL DIVISION
1596 Pacheco St., Suite 105
SANTA FE, NM 87505

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

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

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

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

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

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

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

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

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

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

PHONE #[illegible]

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 13-4D-1 to Section 13-4D-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.

New Mexico Department of Labor, Labor & Industrial Division
Public Works Bureau, 1596 Pacheco St, Santa Fe, NM 87505 (505) 827-6837
(Ref 13-4D-1 to 13-4D-8, NMSA 78)

Apprenticeship & Training Contribution Compliance Statement
For Month of _____, 20 _____

Contractor/Subcontractor _____ Public Works Wage Decision # _____

Address & PH # _____ Project Name _____

Employee Classification	HrsWeek Ending	HrsWeek Ending	HrsWeek Ending	HrsWeek Ending	HrsWeek Ending	Total Hours	Rate/ Hour	Total Class Contribution
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_____ \$ _____ per hour Total Hrs This Class & Rpt _____ Total due this Class\$ _____
Classification(Class) Contribution

_____ \$ _____ per hour Total Hrs This Class & Rpt _____ Total due this Class\$ _____
Classification(Class) Contribution

PLEASE CHECK APPROPRIATE BLANK:

_____ Check Paid to: **PUBLIC WORKS APPRENTICESHIP & TRAINING FUND**
Labor & Industrial Div, 1596 Pacheco St, Suite 105, Santa Fe, NM 87505

_____ Check Paid to: _____
Name/Address/Phone # of Approved NM Apprenticeship & Training Program

Apprenticeship Program # _____ (Call 841-8989 if in doubt)

Printed Name & Phone # of Certifying Official _____ Signature _____ Date _____

One of these forms due by the 15th of every month on every public works project with apprenticeship contribution rates on the wage decision. In accordance with the NM Apprenticeship & Training Act, payment is due for each journey person & apprentice even if your company has no apprentices.

Please copy and use additional forms as necessary.

Aug 2000

STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Project

THIS FORM MUST BE TYPED OR PRINTED IN INK. (If you need assistance, call (505) 827-6837)

Incomplete forms cannot be processed and will be returned without approval.

Before construction starts, mail this completed form along with a completed Notification of Award (from Prime) to:

Labor & Industrial Division
Public Works Bureau
1596 Pacheco St., #105
Santa Fe, NM 87505

This form must be completed by all contractors & returned within three (3) days of contract award.

Project Name:		State Wage Decision No.:	
Contracting Agency/Owner (Prime if form is completed by sub):		Address:	
City:	State:	Zip:	
Phone No.: (505)		Fax No.: (505)	
Physical Address Where Work Will Be Performed:			
Bid Due Date:		Date Contract Awarded:	
Do You Intend To Use Subcontractors: Yes <input type="checkbox"/> No <input type="checkbox"/>		Will You or Any Subcontractor Use Apprentices: Yes <input type="checkbox"/> No <input type="checkbox"/>	
Indicate Total Dollar Amount of Your Contract (Prime ONLY): \$			

Except for payrolls covering all work in June and payrolls specifically requested, DO NOT SEND any project payrolls to the Labor & Industrial Division. If both state and Federal dollars are paying for the construction, you must pay the higher rate (base plus fringe rate, plus apprenticeship contribution rate if applicable) for each job classification worked.

Prime Contractor: Y <input type="checkbox"/> N <input type="checkbox"/>		Address:		
City:	State: NM	Zip:	Phone:	Fax:
Title:	Print Name:		Signature:	

I hereby certify that the above information is correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Department of Labor, Labor & Industrial Division for this project as identified by the State Wage Decision No. I understand that contractors who violate Prevailing Wage Laws, i.e., incorrect job classification, improper payment of prevailing wages and/or overtime, etc., are subject to debarment procedures and shall be required to pay any back wages due to workers. (Ref. to LID Rules & Regulations and Public Works Minimum Wage Act (13-4-11 thru 13-4-18, NMSA 78).

NOTARY: (Notarize each copy with stamp or seal)

Subscribed and sworn to before me this date:	My commission expires:
Notary Public in and for the State of:	Signature:

Approved by Labor & Industrial Division/Public Works Bureau

By: _____, Public Works Bureau Staff Member

Distribution: Original – LID Copy – Prime Contractor for owner and subs

LID.Fm.1

AFFIDAVIT OF WAGES PAID

Public Works Project

THIS FORM MUST BE TYPED OR PRINTED IN INK. (If you need assistance, call (505) 827-6837)
Incomplete forms cannot be processed and will be returned without approval.

Before the construction project is finished, mail this completed form to:

Labor & Industrial Division
Public Works Bureau
1596 Pacheco St., #105
Santa Fe, NM 87505

This form must be completed by all contractors & returned before final payment to each Contractor

Project Name:		State Wage Decision No.:	
Contracting Agency/Owner:		Address:	
City:	State:	Zip:	
Phone No.: ()		Fax No.: ()	
Physical Address Where Work Was Performed:			
Did You Use Subcontractors: Yes _____ No _____		Did You or Any Subcontractor Use Apprentices: Yes _____ No _____	

Except for payrolls covering all work in June and payrolls specifically requested, don't send any project payrolls to the Labor & Industrial Division. If both State and Federal dollars paid for the construction, you should have paid the higher rate (base plus fringe rate, plus apprenticeship contribution rate if applicable) for each job classification worked.

Prime Contractor:		Address:		
City:	State:	Zip:	Phone:	Fax:
Title:	Print Name:		Signature:	

I hereby certify that the above information is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Department of Labor, Labor & Industrial Division for this project as identified by the State Wage Decision No. I understand that contractors who violate Prevailing Wage Laws, i.e., incorrect job classification, improper payment of prevailing wages and/or overtime, etc., are subject to debarment procedures and may be required to pay any back wages due to workers. (Ref. to LID Rules & Regulations and Public Works Minimum Wage Act (13-4-11 thru 13-4-18, NMSA 78).

NOTARY: (Notarize each copy with stamp or seal)

Subscribed and sworn to before me this date:	My commission expires:
Notary Public in and for the State of:	Signature:

Approved by Labor & Industrial Division/Public Works Bureau

By: _____, Public Works Bureau Staff Member

Distribution of approved copies: 1st Copy – LID 2nd Copy – Contracting Agency 3rd Copy – Prime Contractor
LID.Fm..2

**MINIMUM WAGE RATES
LABOR & INDUSTRIAL DIVISION - PUBLIC WORKS BUREAU, SANTA FE, NM**

DEPARTMENT AGENCY OR BUREAU	COUNTY	DECISION EXPIRES ON:	DECISION NUMBER:
EMERD-OIL CONSERVATION	SW	03/31/2001	SW 01-705 H
DIVISION TYPE OF CONSTR.: "H" HEAVY ENGING.:	LOCATION (CITY/OTHER): LOCATIONS IN EDDY AND CHAVES COUNTIES		DATE OF DECISION: 02/12/2001
DESCRIPTION OF WORK: PLUG 8 ABANDONED OIL AND GAS WELLS IN EDDY AND CHAVES COUNTIES - PLUG 8 ABANDONED OIL AND GAS WELLS WITH CAST IRON BRIDGE PLUGS AND PUMPED CEMENT AND/OR OTHER WORK REQUIRED BY THE PLUGGING PROCEDURES PREPARED BY THE OIL CONSERVATION DIVISION TO PREVENT THE MIGRATION OF FLUIDS THROUGH THE WELLBORES.			

"H"-Heavy Engineering				
January 4, 2000				
Trade Classification	Base Rate	Fringe Rate	Appt. Cont. Rate	
Asbestos Worker/Lead/Frost Insulator	19.30	4.75	0.17	
Boilermaker	21.08	6.96	0.36	
Carpenter/Lather	17.85	3.24	0.20	
Millwright/Piledriver	18.80	2.89	0.20	
Cement Mason	12.35	1.67	0.00	
Electricians				
Outside Classifications:				
Groundman (Outside)	18.99	6.12	0.20	
Equipment Operator (O/S)	21.61	6.12	0.20	
Linemen or Tech. (Outside)	22.40	6.12	0.20	
Cable Splicer (Outside)	23.58	6.12	0.20	
Inside Classifications:				
Wireman/Tech (Inside)	19.60	5.50	0.20	
Cable Splicer (Inside)	21.33	5.50	0.20	
Ironworker	16.34	5.83	0.38	
Painter (Brush/Roller/Spray)	11.25	1.25	0.00	
Plumber/Pipefitter	21.88	5.24	0.31	
Roofers	14.55	4.78	0.23	
Sheet Metal Worker	19.99	5.55	0.47	
Operators				
Group I	15.25	2.50	0.30	
Group II	15.45	2.50	0.30	
Group III	16.03	2.50	0.30	
Group IV	16.05	2.50	0.30	
Group V	16.05	2.50	0.30	
Group VI	16.20	2.50	0.30	
Group VII	16.25	2.50	0.30	
Group VIII	16.40	2.50	0.30	
Group IX	16.80	2.50	0.30	
Group X	17.70	2.50	0.30	
Laborers				
Group I	9.38	1.20	0.06	
Group II	9.89	1.20	0.06	
Group III	9.99	1.20	0.06	
Group IV	10.56	1.20	0.06	
Group V	10.81	1.20	0.06	
Group VI	9.54	1.20	0.06	
Group VII	9.89	1.20	0.06	
Group VIII	9.94	1.20	0.06	
Group IX	10.14	1.20	0.06	
Group X	10.81	1.20	0.06	
Truck Drivers				
Group I	8.60	0.45	\$0.00	
Group II	9.80	0.45	\$0.00	
Group III	10.00	0.45	\$0.00	
Group IV	10.20	0.45	\$0.00	



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON
Governor
Jennifer A. Salisbury
Cabinet Secretary

Lori Wrotenbery
Director
Oil Conservation Division

May 30, 2001

Mr. Ricky Smith
Mayo Marrs Casing, Pulling, Inc.
P.O. Box 863
Kermit, TX 79745-0863

Mr. James F. Newman
Triple N. Services
P.O. Box 10451
Midland, TX 79702

Re: Rejection of Bids
State of New Mexico Invitation for Bids, No. IFB-10-521-20-05828
Plugging of Eight Wells in Eddy and Chaves Counties

Gentlemen,

Thank you for your bids on the above-referenced solicitation. However, the Oil Conservation Division elects not to award a contract for the well plugging and site remediation and hereby rejects all bids in the best interests of the State of New Mexico.

Administrative processes have been initiated by several of the operators of the wells for which the solicitation was issued, and administrative processes now need to be completed before the wells may be plugged. In addition, at least one of the operators has agreed to voluntarily plug a well and another has indicated an interest in repairing another. If the administrative processes do not yield acceptable results, we may offer some of or all of these wells in a package for plugging later this summer.

If you have any questions, please do not hesitate to give me a call. Thanks again for your interest in this project.

Sincerely,

Stephen C. Ross
Assistant General Counsel



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

October 31, 2001

Lori Wrotenbery

Director

Oil Conservation Division

Mr. D.W.Berry
P.O.Box 512
Alto, NM 88312

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

**Re: State "A" Well No. 1
API No. 300-105-60182
Unit K, Section 2-15S-29E
Chaves County, NM**

Dear Mr. Berry:

This will remind you that by Division Order No. R-11519, entered on **January 31, 2001**, you were ordered to plug the captioned well. As of this date nothing has been done.

Be advised that if work to properly plug this well and remediate the site is not commenced within thirty (30) days from the date of this letter, and completed with due diligence, we will proceed to plug this well with State funds. In that event you will be responsible to reimburse the State for all costs incurred. You will also be liable for penalties as provided in Order No. R-11519.

Operational inquiries should be directed to Tim Gum, District Supervisor, in the Division's Artesia office, at 505-748-1283. In the event you have legal questions, you may contact me in the Santa Fe office at 505-476-3450.

Very truly yours,

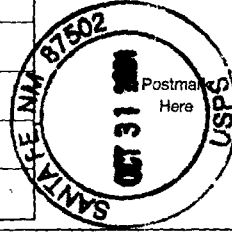
David K. Brooks
Assistant General Counsel

Cc: Tim W. Gum

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

7000 0520 0021 6896 3522

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$



Recipient's Name (Please Print Clearly) (To be completed by mailer) Mr. D W Berry	
Street, Apt. No.; or PO Box No. PO Box 512	
City, State, ZIP+ 4 Alto, NM 88312	

See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. D. W. Berry
PO Box 512
Alto, NM 88312

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly)

B. Date of Delivery

C. Signature

X D. W. Berry

☐ Agent☐ Addressee

D. Is delivery address different from item 1?

☐ YesIf YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

7000 0520 0021 6896 3522

PS Form 3811 July 1999

Domestic Return Receipt

Case 12458

102595-00-M-0952

PLACE STICKER AT TOP OF ENVELOPE
TO THE RIGHT OF RETURN ADDRESS.
FOLD AT DOTTED LINE

CERTIFIED MAIL



7000 0520 0021 6896 3522
7000 0520 0021 6896 3522

U.S. Postal Service
CERTIFIED MAIL RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

Postage		\$	Postmark Here
Certified Fee			
Return Receipt Fee (Endorsement Required)			
Restricted Delivery Fee (Endorsement Required)			
Total Postage & Fees		\$	
Recipient's Name (Please Print Clearly) (To be completed by mailer) Mr. D W Berry			
Street, Apt. No.; or PO Box No. PO Box 512			
City, State, ZIP+ 4 Alto, NM 88312			
PS Form 3800, February 2000		-See Reverse for Instructions	

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr. D. W. Berry
PO Box 512
Alto, NM 88312

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery

C. Signature

X

☐ Agent

☐ Addressee

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

3. Service Type

☒ Certified Mail

☐ Express Mail

☐ Registered

☐ Return Receipt for Merchandise

☐ Insured Mail

☐ C.O.D.

4. Restricted Delivery? (Extra Fee)

☐ Yes

2. Article Number (Copy from service label)

7000 0520 0021 6896 3522

PS Form 3811, July 1999

Domestic Return Receipt

Case 12458

102595-00-M-0952



NEW MEXICO ENERGY, MINERALS and NATURAL RESOURCES DEPARTMENT

GARY E. JOHNSON

Governor

Jennifer A. Salisbury

Cabinet Secretary

October 31, 2001

Lori Wrotenbery

Director

Oil Conservation Division

Mr. D.W.Berry
P.O.Box 512
Alto, NM 88312

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

**Re: State "A" Well No. 1
API No. 300-105-60182
Unit K, Section 2-15S-29E
Chaves County, NM**

Dear Mr. Berry:

This will remind you that by Division Order No. R-11519, entered on **January 31, 2001**, you were ordered to plug the captioned well. As of this date nothing has been done.

Be advised that if work to properly plug this well and remediate the site is not commenced within thirty (30) days from the date of this letter, and completed with due diligence, we will proceed to plug this well with State funds. In that event you will be responsible to reimburse the State for all costs incurred. You will also be liable for penalties as provided in Order No. R-11519.

Operational inquiries should be directed to Tim Gum, District Supervisor, in the Division's Artesia office, at 505-748-1283. In the event you have legal questions, you may contact me in the Santa Fe office at 505-476-3450.

Very truly yours,

David K. Brooks
Assistant General Counsel

Cc: Tim W. Gum



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Very truly yours,

David K. Brooks
Assistant General Counsel

Cc: Tim W. Gum

Brooks, David K

From: Gum, Tim
Sent: Thursday, August 16, 2001 9:16 AM
To: Brooks, David K
Subject: RE: D.W. Berry; State A No.1; Case No. 12458

-----Original Message-----

From: Brooks, David K
Sent: Thursday, August 16, 2001 8:53 AM
To: Gum, Tim
Subject: D.W. Berry; State A No.1; Case No. 12458

David-- Yes the Quail State was sold to an other operato and he is tring to produce.. The State A no. 1 was to be PA by Berry and I am not aware of any contact with PA contractors. TWG.

Tim:

I was asked to do a status check on this. Berry was ordered to plug two wells - Quail State No. 1 and State A No. 1. File notes that he sold Quail State to another operator who furnished a one well bond and was going to restore production. Berry had allegedly hired a contractor to plug the State A No. 1. Can you advise regarding current status?

DB