

INVITATION TO BID

The State of North Dakota, acting through the North Dakota Industrial Commission, Oil & Gas Division, invites you to submit a bid for the plugging of the following wells:

Plugging Package 1

See Attached list

To be considered, the bid must be on the form provided by the Industrial Commission, which must be fully completed in accordance with the accompanying "INSTRUCTIONS TO BIDDERS," and must be received in the Bismarck office of the Industrial Commission, Oil & Gas Division, no later than **3:00 p.m. November 22, 2022**. The Commission may reject any and all bids.

For additional information or blank bid forms, please go to the North Dakota Industrial Commission, Oil & Gas Division home page, <https://www.dmr.nd.gov/oilgas/> or contact Cody VanderBusch at (701)-328-8020.

INSTRUCTIONS TO BIDDERS

1. Form of Bids. Bids must be submitted on the attached bid form. Provide an attachment listing each wells cost + downhole salvage value and then net total. The net total should be included on the bid form. The bonds will be based on the highest cost well.
2. Submission of Bids. Bids must be enclosed in a sealed envelope, and the outside of the envelope must have the following on it:

Bid of: (Name of Contractor & Business Address)
N.D. Contractor's License No: (No. and Class of License)
Date License was Issued or Renewed: _____

Bid Package Name and Number: _____

ATTN: Mr. Cody VanderBusch
SEALED BID DO NOT OPEN

NDIC Oil & Gas Division
1016 E. Calgary Ave
Bismarck, N.D. 58503-5512
3. Examination of Site. Prospective bidders may make a visual inspection of the well and well site to ascertain the nature and location of the work and the conditions which can affect the work and its cost. The Commission is not bound by any oral statement concerning the condition of the well or well site made by its staff or agents prior to the execution of the equipment removal contract. **Note.** If no access is visible, please contact landowner before entering.
4. Bidder Qualifications. No contract will be awarded unless: (a.) the bidder holds a current contractor's license in the class within which the value of the project falls issued at least ten days prior to the date set for receiving bids, and the bid envelope contains a copy of the license or a certificate of its renewal issued by the secretary of state (N.D.C.C. §43-07-12); and (b.) the bidder files along with its bid or after being notified that it is the successful bidder, a certificate from the ND State Tax Commissioner that bidder has paid all delinquent income, sales, and use taxes, if any (N.D.C.C. § 43- 07-11.1).
5. Bid Deadline. All bids are due in the office of the Industrial Commission, Oil and Gas Division, by **3:00 p.m. November 22, 2022.** The office is at **1016 E. Calgary Ave., Bismarck, ND.** Bids received after this deadline will not be considered.
6. Review of Bids. The public opening of the bids will be held at **3:00 p.m. November 22, 2022** at the **Industrial Commission, Oil and Gas Division, 1016 E. Calgary Ave., Bismarck, ND.**
7. Withdrawal of Bids. Bids may be withdrawn by bidder's written request received prior to the time set in paragraph 5.

8. Rejection of Bids. The Commission may reject any and all bids and may waive any technical or formal defect in a bid.
9. Notification of Award. The successful bidder, if any, will be notified of the award of the work within thirty days after the bid opening.
10. Contract. The bidder whose bid is accepted must enter into a written contract with the Commission within ten days after the award is made. The contract contains, among other things, provisions requiring the contractor to acquire insurance and provide bonds in the amount of the bid.
11. Timeline. Work can't start before **January 2, 2023** and must be completed by **September 30, 2023 and invoices received by December 1, 2023.**
12. Cancellation of Award. The Commission may cancel the award of any contract at any time before execution of the contract by all parties without any liability to the Commission.
13. Title to Material and Objects on Site. The Commission has title to all confiscated equipment on the well site. Any person who removes confiscated equipment or fluids from a well or well site without permission is subject to a civil penalty, up to \$12,500 per day, to be imposed by the Commission. Any person who willfully violates this section could be guilty of a Class C Felony.
14. Bidders shall follow all federal requirements including but not limited to Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (see **Attachment A**).
15. Changes in Bid Specifications. The Commission may, during the bidding period, advise bidders of alterations to any part of the bid. All such changes are included in the work covered by the bid and are a part of the specifications.
16. Approved Procedures. Bidders must bid on the approved procedures. Cost for the required report submittals and photos shall be included in the bid.
17. Other Changes. Any changes to procedures **MUST** be approved by Commission staff. **Unapproved changes will not be reimbursed.**
18. Overtures. Only overtures that are required by the Commission shall be paid, all other costs shall be included within the bid cost. Hidden costs or undisclosed costs will not be reimbursed.
19. Completed Work. Bidders must complete the work in a timely manner to Commission requirements.

20. Well List. The Commission may at any time add or remove wells from the package due to reasons deemed appropriate by the Commission.
21. Note. Bidders must ensure they meet and follow all bidder instructions and requirements as indicated in the bidding package.

Additional information - IOGCC report on the issue of idle and orphan oil and gas wells can be found at:

https://iogcc.ok.gov/sites/g/files/gmc836/f/documents/2022/iogcc_idle_and_orphan_wells_2021_final_web_0.pdf

ATTACHMENT A
Federal Standard Terms and Conditions

SECTION 1 – DAVIS BACON ACT REQUIREMENTS

40 U.S.C. parts 3141–3144, 3146, 3147; 42 U.S.C. part 3212 The Davis-Bacon Act – Requires that all contractors and subcontractors performing construction, alteration and repair (including painting and decorating) work under federal or District of Columbia contracts in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location. Construction or renovation projects funded by federal funds, in whole or in part, are subject in their entirety to the Davis-Bacon Act as amended 40 U.S.C. parts 276(a) through 276(a5). Award recipients are required by law to furnish assurances to the Secretary of Labor that all laborers and mechanics employed by contractors or subcontractors on DOI-supported construction projects shall be paid wages at rates that are not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor.

40 U.S. Code Sec. 3141. Definitions

In this subchapter, the following definitions apply:

- (1) Federal government.- The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²*
- (2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.- The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include-*
 - (A) the basic hourly rate of pay; and*
 - (B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the forgoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of-*
 - (i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and*
 - (ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.*

40 U.S. Code Sec. 3142. Rate of wages for laborers and mechanics

- (a) Application.- The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.*
- (b) Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.*
- (c) Stipulations Required in Contract.- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that-*
 - (1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;*
 - (2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and*
 - (3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor*

on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) *Discharge of Obligation.*- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) *Overtime Pay.*- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

40 U.S. Code Sec. 3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

40 U.S. Code Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) *Payment of Wages.*-

(1) *In general.*- The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) *Right of action.*- If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) *List of Contractors Violating Contracts.*-

(1) *In general.*- The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) *Restriction on awarding contracts.*- No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

40 U.S. Code Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

40 U.S. Code Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

40 U.S. Code Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

42 U.S. Code Sec. 3212. Maintenance of standards

All laborers and mechanics employed by contractors or subcontractors on projects assisted by the Secretary under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40. The Secretary shall not extend any financial assistance under this chapter for such a project without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this provision, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267), and section 3145 of title 40.

Wage determination website: <https://sam.gov/content/wage-determinations>

U.S. Department of Labor DBA/Prevailing Wage information can be found here:

<https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>

<https://www.dol.gov/agencies/whd/government-contracts/construction>

<https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>

SECTION 2 – BUILD AMERICA, BUY AMERICA ACT

Pub. L. No. 117-58, §§ 70901-52 Build America, Buy America (BABA) Act – The BABA strengthens the Buy American and Hire American Executive Order No, 13,858 2017, and requires that no later than May 14, 2022, the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Property solely on private land with no public access is not subject to Buy America. In addition, a Buy America waiver has been approved as described below:

The DOI is proposing a general applicability waiver of the Buy America Domestic Preference procurement requirements for DOI’s Federal Financial Assistance awards to provide recipients of financial assistance agreements with sufficient time to apply the Buy America preferences without having to disrupt current projects and to allow projects to continue to be executed swiftly without jeopardizing performance goals. This waiver action permits the use of non-domestic iron, steel, manufactured products, and construction materials in such projects that may otherwise be prohibited under section 70914(a) during the specified time period, while recipients of DOI Federal financial assistance agreements work to incorporate the new Buy America requirements.

BABA information: <https://www.doi.gov/grants/buyamerica>

More BABA information: <https://www.epa.gov/cwsrf/build-america-buy-america-baba#bil>

BABA Waiver website: <https://doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>

SECTION 3 – CONSTRUCTION PROJECTS REQUIREMENTS

40 U.S.C. parts 3701-3708 The Contract Work Hours and Safety Standards Act

(1)Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The DOI or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOI and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

48 CFR 22.403-2 The Copeland (Anti-Kickback) Act (18 U.S.C.874 and 40 U.S.C.3145) - makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause (see 52.222-10) requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

SECTION 4 - ENVIRONMENTAL PROJECTS REQUIREMENTS

42 U.S.C. part 4321 The National Environmental Policy Act – NEPA establishes protection of the environment as a national priority and mandates that environmental impacts must be considered before any federal action likely to significantly affect the environment is undertaken.

42 U.S.C. part 7401 Clean Air Act, 33 U.S.C. part 1251 Clean Water Act, and Executive Order No. 11,738 Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts and financial assistance.

16 U.S.C. part 1531 The Endangered Species Act – Ensures that actions they authorize, fund, or carry out are not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat of such species. The law also prohibits any action that causes a "taking" of any listed species of endangered fish or wildlife. Likewise, import, export, interstate, and foreign commerce of listed species are all generally prohibited.

16 U.S.C. part 1271 The Wild and Scenic Rivers Act–Applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

42 U.S.C. part 300f The Safe Drinking Water Act of 1974–Precludes Federal assistance for any project that the United States Environmental Protection Agency (US EPA) determines may contaminate a sole source aquifer so as to threaten public health.

42 U.S.C. part 9601 The Comprehensive Environmental Response, Compensation, and Liability Act–These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

Executive Order No. 13,658, 2014 Establishing a Minimum Wage for Contractors –Establishes a minimum wage requirement for Federal contractors and subcontractors. The Order provides agencies shall, to the extent permitted by law, ensure that new covered contracts, contract-like instruments, and solicitations include a clause, which the contractor and any subcontractors shall incorporate into lower-tier subcontracts, specifying, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. part 214(c), in the performance of the contract or any subcontract.

SECTION 5 - OTHER STATUTE AND REGULATION REQUIREMENTS

2 C.F.R. part 1401 Requirements for Drug-Free Workplace – Under the Drug-Free Workplace Act of 1988, 41 U.S.C. parts 701-707 a drug-free workplace policy is required for any organizations receiving a federal financial assistance award of any size. At a minimum, such organizations must:

(1) Prepare and distribute a formal drug-free workplace policy statement. (2) Establish a drug-free awareness program. (3) Ensure that all employees working on the federal contract understand their personal reporting obligations. (4) Take direct action against an employee convicted of a work place drug violation. (5) Maintain an ongoing good faith effort to meet all the requirements of the Drug-free Workplace Act throughout the life of the award. This rule does not apply to foreign public entities or foreign organizations.

43 C.F.R. part 18 New Restrictions on Lobbying – The Authorized Representative's signature on the application submitted to the DOI bureau or offices certifies to the statements in 43 C.F.R. part 18, Appendix A Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award, and require disclosure of the use of non-Federal funds for lobbying (31 U.S.C. part 1352). Any recipient (See Definition in 43 C.F.R. part 18.105(o)) that requests or receives (31 U.S.C. part 1352(2)(b)) more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, “Disclosure of Lobbying Activities,” regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Recipient includes all contractors and subgrantees at any tier of the recipient of funds received in connection with a Federal grant, loan, or cooperative agreement. These restrictions do not apply to an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Please visit 43 C.F.R. part 18.110 Certification and Disclosure Requirements for more information.

41 U.S.C. part 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection – Applies to all awards over the simplified acquisition threshold (currently \$250,000).

41 U.S.C. part 6306 Prohibition on Members of Congress Making Contracts with Federal Government – No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public’s general benefit.

42 U.S.C. part 2000(d) Title VI of the Civil Rights Act of 1964, and the DOI implementing regulations published at 43 C.F.R. part 17 and Special Regulations at 43 C.F.R. part 4.800 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.

20 U.S.C. part 1681 Title IX of the Education Amendments of 1972, and DOI implementing regulations published at 43 C.F.R. part 41.100 prohibiting discrimination on the basis of sex in Federally assisted education programs or activities.

42 U.S.C. part 12101 The Americans with Disabilities Act of 1990 – Prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. part 794, and the DOI implementing regulations published at 43 C.F.R. part 17 subpart B prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal financial assistance.

41 C.F.R. parts 101-19.6 Accessibility Standards – For purposes of complying with the standards set forth in non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) 28 C.F.R. part 35; and Title III of the ADA 28 C.F.R. part 36. The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design,” which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.

42 U.S.C part 6101 The Age Discrimination Act of 1975, and DOI implementing regulations published at 43 C.F.R. parts 17.300-17.339 unless an exception applies in 43 C.F.R. part 17.302, the rule prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

42 U.S.C. part 2000(e) Title VII of the Civil Rights Act of 1964 – Generally prohibits employers from discriminating against employees on the basis of religion. Title VII prohibits discriminatory treatment of employees on the basis of their religious beliefs and requires employers to make reasonable accommodations for employees’ religious practices. Religious organizations, however, may be exempt from some of the prohibitions of Title VII.

Executive Order No. 11,988, 1977 Floodplain Management and **Executive Order No. 11,990, 1977 Protection of Wetlands** – Non-Federal entities must identify proposed actions in federally defined floodplains and wetlands to enable DOI to make a determination whether there is an alternative to minimize any potential harm.

Executive Order No. 11,246, 1965 Equal Employment Opportunity – Requires federally assisted construction contracts to include the nondiscrimination provisions of parts 202 and 203 of Executive Order No. 11,246 and Department of Labor regulations implementing at 41 C.F.R. part 60-1.4(b).

Links for Additional Information on Federal Requirements/ Standard Terms and Conditions

DOI Federal Standard Award Terms and Conditions: <https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf>

ATTACHMENT B

Package 1 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
4058	CHOLA SHERWOOD UNIT 10-1	AB	Renville	9-159-84	NWNW	Chola	48.61675232	-101.5367581
4064	CHOLA SHERWOOD UNIT 6-1	AB	Renville	4-159-84	NWSW	Chola	48.62357743	-101.5368855
5073	CHOLA SHERWOOD UNIT 9-1	AB	Renville	8-159-84	NWNE	Chola	48.6163415	-101.5470513
6328	CHOLA SHERWOOD UNIT 9-2	AB	Renville	8-159-84	NENE	Chola	48.61675389	-101.5415981
7152	PAULSON 1	AB	Burke	19-162-92	NESE	Black Slough	48.84181488	-102.6585754
8989	STATE OF NORTH DAKOTA 1-36	AB	Renville	36-164-84	NWSW	Elmore	48.98620254	-101.5165117
11227	ENERGY MEYER 1	AB	Renville	35-163-84	SENE	Hurley	48.90229529	-101.5219159
11303	ENERGY MEYER 2	AB	Renville	35-163-84	NWNE	Hurley	48.90591697	-101.5261836
12782	SMITH 1-21	AB	Burke	21-161-92	NESE	Foothills	48.75501841	-102.6146703
13102	BUSCH 1	AB	Burke	21-162-92	SWNW	Black Slough	48.84537964	-102.6310583
18483	KALLBERG 1 H	AB	Burke	18-159-90	LOT1	Thompson Lake	48.602694	-102.3631586
90066	ENERGY MEYER SWD 1	AB	Renville	35-163-84	SENE	Hurley	48.90176944	-101.5192794
10058	BELLA 1	AB	Burke	18-161-91	SENW	Northeast Foothills	48.77280606	-102.5381608
11926	HENRY TORSTENSON 2	AB	McKenzie	27-151-99	SWSW	Tobacco Garden	47.86482398	-103.3438067
16135	LM 2	AB	McKenzie	15-152-98	NENW	Banks	47.99051443	-103.2125897
16196	PEDERSON 1-10H	AB	McKenzie	10-152-98	SESE	Banks	47.99320528	-103.1992922

ATTACHMENT C
Pugging Procedures

PLUGGING SPECIFICATIONS

SUBJECT WELL

Chola Sherwood Unit #10-1
Well File# 4058
9-159-84 NW NW
Field: Chola
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 360'
5.5" production casing @ 5008'
Gross perms 4,880-4895
Pierre Top @ 890'
Mowry Top @ 2,843'
Needs CBL. TOC will be picked off CBL.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 4,880'. TOH with bit & scraper.
8. Set CICR @ 4830'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL. Dakota plug will be determined from TOC.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2843'. Set CIBP @ 2943' if casing test failed. Perf @ 2893'. Set CICR @ 2793'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2843'. Set CIBP @ 2893' if casing test failed. Balance 35sx Class G cement @ 2893'.
16. Pierre top @ 890'. SC @ 360'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 990' if casing test failed. Perf @ 940'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 890'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap on and bury. Cap must have well file # and date.

21. Dig up and pull out dead men.
 22. File form 7 plugging report upon completion of plugging.
-
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Chola Sherwood Unit #6-1
Well File# 4064
4-159-84 NW SW
Field: Chola
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 372'
5.5" production casing @ 5003'
Gross perms 4,884'-4908
Pierre Top @ 890'
Mowry Top @ 2,843'
Has CBL. TOC- 4023'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 4,884'. TOH with bit & scraper.
8. Set CICR @ 4834'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Dakota plug will be determined from TOC.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2843'. Set CIBP @ 2943' if casing test failed. Perf @ 2893'. Set CICR @ 2793'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2843'. Set CIBP @ 2893' if casing test failed. Balance 35sx Class G cement @ 2893'.
16. Pierre top @ 890'. SC @ 372'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 990' if casing test failed. Perf @ 940'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 890'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap on and bury. Cap must have well file # and date.

21. Dig up and pull out dead men.
 22. File form 7 plugging report upon completion of plugging.
-
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Chola Sherwood Unit #9-1
Well File# 5073
8-159-84 NW NE
Field: Chola
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 316'
5.5" production casing @ 5024'
Gross perms 4,900-4930'
Pierre Top @ 855'
Mowry Top @ 2,872'
Needs CBL to be run. TOC will determine later plugs.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 4,900'. TOH with bit & scraper.
8. Set CICR @ 4850'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL. Dakota plug will be determined from TOC.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2872'. Set CIBP @ 2972' if casing test failed. Perf @ 2922'. Set CICR @ 2822'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2872'. Set CIBP @ 2922' if casing test failed. Balance 35sx Class G cement @ 2922'.
16. Pierre top @ 855'. SC @ 316'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 955' if casing test failed. Perf @ 905'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 855'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap on and bury. Cap must have well file # and date.

21. Dig up and pull out dead men.
 22. File form 7 plugging report upon completion of plugging.
-
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Chola Sherwood Unit #9-2
Well File# 6328
8-159-84 NE NE
Field: Chola
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 363'
5.5" production casing @ 5017'
Gross perms 4,876'-4901'
Pierre Top @ 863'
Mowry Top @ 2,856'
Needs CBL. TOC will determine plug depths.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 4,876'. TOH with bit & scraper.
8. Set CICR @ 4826'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL. Dakota plug will be determined from TOC.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2856'. Set CIBP @ 2956' if casing test failed. Perf @ 2906'. Set CICR @ 2806'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2856'. Set CIBP @ 2906' if casing test failed. Balance 35sx Class G cement @ 2906'.
16. Pierre top @ 863'. SC @ 363'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 963' if casing test failed. Perf @ 913'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 863'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap on and bury. Cap must have well file # and date.

21. Dig up and pull out dead men.
 22. File form 7 plugging report upon completion of plugging.
-
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

State of ND #1-36
Well File# 8989
36-164-84 NW SW
Field: Elmore
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 413'
5.5" production casing @ 4097'
Gross perms 3887-3839'
Pierre Top @ 400'
Mowry Top @ 2354'
Needs CBL.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 3887'. TOH with bit & scraper.
8. Set CICR @ 3837'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL. Dependent on TOC for Dakota plug.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2354'. Set CIBP @ 2454' if casing test failed. Perf @ 2404'. Set CICR @ 2304'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2354'. Set CIBP @ 2404' if casing test failed. Balance 35sx Class G cement @ 2404'.
16. Pierre top @ 400'. SC @ 413'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 500' if casing test failed. Perf @ 450'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 400'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.

21. Dig up and pull out dead men.
 22. File form 7 plugging report upon completion of plugging.
-
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Energy Meyer #1
Well File# 11227
35-163-84 SE NE
Field: Hurley
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 379'
5.5" production casing @ 4321'
Gross perms 4251- 4256'.
Pierre Top @ 405'
Mowry Top @ 2455'
Has CBL. TOC- 915'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 4251'. TOH with bit & scraper.
8. Set CICR @ 4201'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Has CBL. TOC- 915'.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2455'. Set CIBP @ 2555' if casing test failed. Perf @ 2505'. Set CICR @ 2405'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2455'. Set CIBP @ 2505' if casing test failed. Balance 35sx Class G cement @ 2505'.
16. Pierre top @ 405'. SC @ 379'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 505' if casing test failed. Perf @ 455'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 400'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.

21. Dig up and pull out dead men.
 22. File form 7 plugging report upon completion of plugging.
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- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Energy Meyer #2
Well File # 11303
35-163-84 NW NE
Field: Hurley
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 365'
5.5" production casing @ 4331'
Gross perms 4265- 4267'.
Pierre Top @ 405'
Mowry Top @ 2458'
Needs CBL. Dakota plug will determine off of TOC.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 4265'. TOH with bit & scraper.
8. Set CICR @ 4215'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL. TOC will determine Dakota plug.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2458'. Set CIBP @ 2558' if casing test failed. Perf @ 2508'. Set CICR @ 2408'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2458'. Set CIBP @ 2508' if casing test failed. Balance 35sx Class G cement @ 2508'.
16. Pierre top @ 405'. SC @ 365'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 505' if casing test failed. Perf @ 455'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 400'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.

21. Dig up and pull out dead men.
 22. File form 7 plugging report upon completion of plugging.
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- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

HENRY TORSTENSON 2
SW SW Sec.27-T151N-R99W
McKenzie County, ND
Well File No. 11926

INTRODUCTION

The objective of this project is to plug the above referenced well, in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

13 3/8" surface casing @ 563',
9 5/8" Pierre shale string @ 3713'
7" Dakota string @ 6,430
5.5" production casing @ 14,337'
Top of Cement 8,800'
5 1/2" CICR with 10 sx @ 11,946'
Gross perms 11,606' – 11,610'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall, control any blow/flow from the well in order to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API class G or Premium, 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot oil truck.

4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release TAC and pull tubing.
 7. Trip in hole with tubing and bit and scraper for 5-1/2" casing to top 11,610'. Trip out of hole with tubing, bit, and scraper.
 8. Set CICR at 11,556', pressure test casing to 1000 psi.
 9. Rig up cement equipment. Establish injection rate. Mix 100 sks Class with 35% silica flour. Pump 90 sx balance plug on top of cement. Sting out leave 10 sx on top of retainer. Trip out with work string. If a rate cannot be established sting out and leave 20 sks on top of the retainer.
 10. If casing fails pressure test set, bride plugs will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Pull up to 11,100', balance 20 sks of cement with 35 % silica flour across the Bakken.
 12. Pull up to 9,473', balance 20 sks of cement with 35% silica flour to cover the Ratcliffe formation.
 13. Pull up to 7,573', balance 30 sks neat G cement to cover the Minnekahata formation.
 14. Perforate at 5,200', Set CICR at 5150, Mix 100 sks neat G cement, pump 90 sks below, sting out and leave 10 sks on top the CICR to cover the Dakota.
 15. Perforate at 2000' set CICR at 1950' , Mix up 100 sks of neat G cement, pump 90 sks below the retainer. Sting out and leave 10 sks o top to cover the Pierre.
 16. Perforate at 90', circulate 35 sks cement to surface.
 17. Rig down BOP and rig, cut off 4' below surface, weld cap on, and bury
 18. Dig up and pull out dead men.
 19. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Energy Meyer SWD #1
Well File# 90066
35-163-84 SE NE
Field: Hurley
Renville County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 520'
5.5" production casing @ 3140'
Gross perms 2714-3041'.
Packer @ 2640'. 2 7/8" tubing
Pierre Top @ 405'
Mowry Top @ 2446'
IK Top @ 2692'
Has CBL. TOC- 900'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.

2. Dig out surface casing valves and bleed off.
 3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release TAC and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to top perfs @ 2714'. TOH with bit & scraper.
 8. Set CICR @ 2664'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 900'.
 12. RU cement equipment. Establish injection rate. Mix 130sx Class G. Squeeze 90sx through the CICR. Sting out & leave 40sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 45sx on top of the CICR..
 13. Pierre top @ 405'. SC @ 520'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 14. Set CIBP @ 620' if casing test failed. Perf @ 570'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 15. If circulation is not achieved, set CICR @ 520'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 16. Perf @ 90'. Circulate good cement to surface.
 17. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 18. Dig up and pull out dead men.
 19. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the

Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Busch 1
SWNW, 21-162N-92W
Burke County, ND
Well File No. 13102
Black Slough Field

INTRODUCTION

The objective of this project is to plug the above referenced well, in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 610',
5 1/2" intermediate casing @ 6550',
CIBP w/ 5sx cement @ 6371',
CBL with TOC @ 2084'
Well is TA, tubing, rods and BHA may
not be present.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall, control any blow/flow from the well in order to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API class G or Premium, 15.8 ppg.

1. Do One Call. Notify Field Inspector at least 24 hrs prior to commencing work (Scott Dihle #701-720-5660 or Jim Potts @ 701-720-3023). Test deadman anchors, MIRU, make sure well is dead, unflange wellhead.
2. Dig out surface casing valve and bleed off.
3. Bleed off tubing and casing to hot oil truck. Unseat pump and POOH w/ pump and rods.

4. ND WH and NU BOP. Release TAC and TOO and LD BHA(If present).
 5. Trip in hole with tubing and bit and scraper for 5-1/2" casing to 6310' (CIBP w/ 5sx cement @ 6371'). Trip out of hole with tubing, bit, and scraper.
 6. TIH tubing to 6310'. Circulate with clean heavy fluid (10# SW). Pressure test casing to 1000 psi. CIBP's will be required 50' below all squeeze perfs and directly below balanced plugs if casing pressure test fails.
 7. Rig up cement equipment. Mix 30 sx 15.8ppg, Class G cement and balance @ 6310'. Rig down cement equipment.
 8. TOC is @ 2084', which is above Mowry FM top @ 3726'. If casing fails pressure test, TOH SB 3820' of tubing, laying down remainder. PU and set CIBP @ 3820'. If pressure test passed TOH tubing to 3820'. Rig up cementers and balance 30 sx Class G, 15.8ppg cement @ 3820'. Rig down cementers. TOH tubing, standing back 1200' and laying down remainder.
 9. MIRU wireline unit. If casing fails pressure test, set CIBP @ 1400'. Perf @ 1350' (4 shot) (Pierre @ 1298', surface casing is @ 610'). RD Wireline unit.
 10. TIH w/ work string and CICR. Set CICR @ 1200'. Rig up cementers. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx in and dump 10 sx on top of CICR. TOH w/ stinger.
 11. RU wireline. If casing fails pressure test, set CIBP @ 710'. Shoot perfs @ 660' (4shot). Rig up cement equipment to pump down casing, through perfs and up surface casing annulus. Attempt to establish circulation to surface pumping down production casing (Casing volume for 660' ~ 43bbls). If circulation is established, mix and pump (Approximately 215 sx) neat Class G cement to perforations @ 660' and up until good cement returns observed at surface open top tank. Verify good cement both sides.
 12. If circulation is not established, PU CICR on tubing and set @ +/- 600'. Rig up cementers. Establish injection rate. Mix 75 sx Class G. Squeeze 65 sx in, and dump 10 sx on top of CICR. TOH tubing. RU wireline and perf at 90' (2 shot). RD wireline unit. Rig up cement equipment to pump down casing, through perfs and up surface casing annulus. Mix and pump neat Class G cement to perforations @ 90' until cement returns observed at surface (minimum of 35 sx). Verify good cement both sides. Rig down BOP and rig, Bolt wellhead back on. Wait for cement to cure at a minimum of 24 hrs., cut off surface and prod. casing at least 5' below the ground level. Top off cement inside both casings as needed. Weld steel ID plate on top with Well File # and date on it.
 13. Dig up and pull out dead men.
 14. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be

plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Kallberg 1H
LOT 1, 18-159N-90W,
Burke County, ND Well
File No. 18483
Thompson Lake Field

INTRODUCTION

The objective of this project is to plug the above referenced well, in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

9 5/8" surface casing @ 2080',
7" intermediate casing @ 8944',
KOP @ 8140',
No CBL

SPECIFICATIONS

- A. The contractor must be prepared to, and shall, control any blow/flow from the well in order to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API class G or Premium, 15.8 ppg.

1. Do One Call. Notify Field Inspector at least 24 hrs prior to commencing work (Scott Dihle #701-720-5660 or Jim Potts @ 701-720-3023). Test deadmen anchors, MIRU, make sure well is dead, unflange wellhead.
2. Dig out surface casing valve and bleed off.
3. Bleed off tubing and casing to hot oil truck. Unseat pump and POOH w/ pump and rods.
4. ND WH and NU BOP. Release TAC and TOO H and LD BHA(If present).

5. Trip in hole with tubing and bit and scraper for 7" casing to 8140'.
 6. Trip in hole with tubing and CICR. Set CICR @ 8140' (KOP). Circulate with clean heavy fluid (10# SW). Pressure test casing to 1000 psi. CIBP's will be required approx.. 50' below all squeeze perfs and directly below balanced plugs if casing pressure test fails.
 7. Rig up wireline unit. Run CBL to determine TOC. Procedure may be subject to change, depending on the results of the CBL.
 8. Sting into CICR. Rig up cement equipment. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx through CICR, and sting out dumping 10sx on top of CICR. Rig down cement equipment. TOH.
 9. If TOC as per CBL is 150' above Mowry FM top at 4457', trip out tubing to area of good cement between 4510-4560' and balance 50sx(250') plug. Rig up cementers and pump 50sx class G, 15.8ppg balanced plug.

If TOC is below Mowry FM top @ 4457', TOH tubing, standing back 4410'. MIRU wireline unit. If casing fails pressure test, set CIBP @ 4560'. Perf (4 shot) @ 4510' (top of Mowry @ 4457'). RD wireline. TIH with work string and CICR. Set CICR @ 4410' on tubing. Rig up cementers. Establish injection rate. Mix 100 sx Class G. Squeeze 90 sx in, and dump 10 sx on top of CICR. Rig down cementers. TOH tubing, standing back 2030'.
 10. MIRU wireline unit. If casing fails, pressure test, set CIBP @ 2180'. Perf Pierre @ 2130' (4 shot) (Surface casing is 2080'). RD Wireline unit.
 11. TIH w/ work string and CICR. Set CICR @ 2030'. Rig up cementers. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx in and dump 10 sx on top of CICR. TOH w/ stinger. Surface casing and Prod. Casing must be opened and plumbed into return tank during cementing operations.
 12. RU wireline and perf at 90' (2 shot). RD wireline unit. Rig up cement equipment to pump down casing, through perfs and up surface casing annulus. Mix and pump neat Class G cement to perforations @ 90' until cement returns observed at surface (minimum of 35 sx). Verify good cement both sides. Rig down BOP and rig, Bolt wellhead back on. Wait for cement to cure at a minimum of 24 hrs., cut off surface and prod. casing at least 5' below the ground level. Top off cement inside both casings as needed. Weld steel ID plate on top with Well File # and date on it.
 13. Dig up and pull out dead men.
 14. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Paulson 1
NESE 19-162N-92W
Burke County, ND
Well File No. 7152
Black Slough Field

INTRODUCTION

The objective of this project is to plug the above referenced well, in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 631',
5 1/2" intermediate casing @ 6945',
Gross Perfs – 6464-6467',
CBL with TOC @ 4864'
All production equipment is present.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall, control any blow/flow from the well in order to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API class G or Premium, 15.8 ppg.

1. Do One Call. Notify Field Inspector at least 24 hrs prior to commencing work (Scott Dihle #701-720-5660 or Jim Potts @ 701-720-3023). Test deadman anchors, MIRU, make sure well is dead, unflange wellhead.
2. Dig out surface casing valve and bleed off.
3. Bleed off tubing and casing to hot oil truck. Unseat pump and POOH w/ pump and rods.
4. ND WH and NU BOP. Release TAC and TOOH and LD BHA(If present).

5. Trip in hole with tubing and bit and scraper for 5-1/2" casing to 6470' (Perfs. @ 6464-6467'). Trip out of hole with tubing, bit, and scraper.
6. Trip in hole with tubing and CICR. Set CICR 6414' (50' above perfs). Circulate with clean heavy fluid (10# SW). Pressure test casing to 1000 psi. CIBP's will be required approx. 50' below all squeeze perfs and directly below balanced plugs if casing pressure test fails.
7. Sting into CICR. Rig up cement equipment. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx through CICR, and sting out dumping 10sx on top of CICR. Rig down cement equipment. TOH.
8. TOC is @ 4864', which is below Mowry FM top @ 3833', TOH tubing, standing back 3733'. MIRU wireline unit. If casing fails pressure test, set CIBP @ 3933'. Perf (4 shot) @ 3883' (top of Mowry @ 3833'). RD wireline. TIH with work string and CICR. Set CICR @ 3733' on tubing. Rig up Cementers. Establish injection rate. Mix 100 sx Class G. Squeeze 90 sx in, and dump 10 sx on top of CICR. Rig down Cementers. TOH tubing, standing back 1310'.
9. MIRU wireline unit. If casing fails pressure test, set CIBP @ 1460'. Perf @ 1410' (4 shot) (Pierre @ 1360', surface casing is @ 631'). RD Wireline unit.
10. TIH w/ work string and CICR. Set CICR @ 1310'. Rig up cementers. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx in and dump 10 sx on top of CICR. TOH w/ stinger.
11. RU wireline. If casing fails pressure test, set CIBP @ 730'. Shoot perfs @ 680' (4shot). Rig up cement equipment to pump down casing, through perfs and up surface casing annulus. Attempt to establish circulation to surface pumping down production casing (Casing volume for 680' = 43bbls). If circulation is established, mix and pump (Approximately 215 sx) neat Class G cement to perforations @ 680' and up until good cement returns observed at surface open top tank. Verify good cement both sides.
12. If circulation is not established, PU CICR on tubing and set @ +/- 630'. Rig up cementers. Establish injection rate. Mix 75 sx Class G. Squeeze 65 sx in, and dump 10 sx on top of CICR. TOH tubing. RU wireline and perf at 90' (2 shot). RD wireline unit. Rig up cement equipment to pump down casing, through perfs and up surface casing annulus. Mix and pump neat Class G cement to perforations @ 90' until cement returns observed at surface (minimum of 35 sx). Verify good cement both sides. Rig down BOP and rig, Bolt wellhead back on. Wait for cement to cure at a minimum of 24 hrs., cut off surface and prod. casing at least 5' below the ground level. Top off cement inside both casings as needed. Weld steel ID plate on top with Well File # and date on it.
13. Dig up and pull out dead men.
14. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Smith 1-21
NESE, 21-161N-92W
Burke County, ND
Well File No. 12782
Foothills Field

INTRODUCTION

The objective of this project is to plug the above referenced well, in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 608',
5 1/2" intermediate casing @ 7400',
Gross Perfs – 7232-7280',
CBL with TOC @ 4130'
All production equipment is present.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall, control any blow/flow from the well in order to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API class G or Premium, 15.8 ppg.

1. Do One Call. Notify Field Inspector at least 24 hrs prior to commencing work (Scott Dihle #701-720-5660 or Jim Potts @ 701-720-3023). Test deadman anchors, MIRU, make sure well is dead, unflange wellhead.
2. Dig out surface casing valve and bleed off.
3. Bleed off tubing and casing to hot oil truck. Unseat pump and POOH w/ pump and rods.
4. ND WH and NU BOP. Release TAC and TOOH and LD BHA(If present).

5. Trip in hole with tubing and bit and scraper for 5-1/2" casing to 7290' (Perfs. @ 7232-7280'). Trip out of hole with tubing, bit, and scraper.
 6. Trip in hole with tubing and CICR. Set CICR @ 7180' (50' above perfs). Circulate with clean heavy fluid (10# SW). Pressure test casing to 1000 psi. CIBP's will be required 50' below all squeeze perfs and directly below balanced plugs if casing pressure test fails.
 7. Sting into CICR. Rig up cement equipment. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx through CICR, and sting out dumping 10sx on top of CICR. Rig down cement equipment. TOH.
 8. TOC is @ 4130', which is above Mowry FM top @ 4381'. If casing fails pressure test, TOH SB 4440' of tubing, lay down remainder. PU and set CIBP @ 4440'. If pressure test passed TOH tubing to 4440'. Rig up cementers and balance 30 sx Class G, 15.8ppg cement. Rig down cementers. TOH tubing, standing back 1900'.
 9. MIRU wireline unit. If casing fails pressure test, set CIBP @ 2025'. Perf @ 1975' (4 shot) (Pierre @ 1923', surface casing is @ 608'). RD Wireline unit.
 10. TIH w/ work string and CICR. Set CICR @ 1900'. Rig up cementers. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx in and dump 10 sx on top of CICR. TOH w/ stinger.
 11. RU wireline. If casing fails pressure test, set CIBP @ 710'. Shoot perfs @ 660' (4shot). Rig up cement equipment to pump down casing, through perfs and up surface casing annulus. Attempt to establish circulation to surface pumping down production casing (Casing volume for 660' ~ 43bbls). If circulation is established, mix and pump (Approximately 215 sx) neat Class G cement to perforations @ 660' and up until good cement returns observed at surface open top tank. Verify good cement both sides.
 12. If circulation is not established, PU CICR on tubing and set @ 600'. Rig up cementers. Establish injection rate. Mix 75 sx Class G. Squeeze 65 sx in, and dump 10 sx on top of CICR. TOH tubing. RU wireline and perf at 90' (2 shot). RD wireline unit. Rig up cement equipment to pump down casing, through perfs and up surface casing annulus. Mix and pump neat Class G cement to perforations @ 90' until cement returns observed at surface (minimum of 35 sx). Verify good cement both sides. Rig down BOP and rig, Bolt wellhead back on. Wait for cement to cure at a minimum of 24 hrs., cut off surface and prod. casing at least 5' below the ground level. Top off cement inside both casings as needed. Weld steel ID plate on top with Well File # and date on it.
 13. Dig up and pull out dead men.
 14. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the

WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Bella 1
SENW 18-161N-91, Burke County, ND
Well File No. 10058
Northeast Foothills Field

INTRODUCTION

The objective of this project is to plug the above referenced well, in compliance with requirements of Chapter 43-02-03 of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 722',
5 1/2" intermediate casing @ 6951' w/CICR @ 6788',
Gross Perfs – 6754'-6782'.
CBL with TOC @ 2492'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Notify Field Inspector at least 24 hrs prior to commencing work (Scott Dihle #701-720-5660 or Jim Potts @ 701-720-3023). Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5 1/2" casing to 6785' (Top perf @ 6754' & CICR @ 6788'). TOH with bit & scraper.
8. Set CICR @ 6700'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and 50' below perfs for squeezes until a casing test can be achieved.
11. Sting into CICR. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string.
12. TOC per CBL is over 150' above Mowry FM, TOC @ 2492' & Mowry top @ 4038'. Trip out tubing to area of good cement @ 4100'-4150' and balance 30sx(250') plug. Rig up cementers and pump 30sx class G, 15.8ppg cement balanced plug. If pressure test failed, a CIBP needs to be set @ 4150'. TOH tubing SB 1500'.
13. MIRU wireline unit. If casing, pressure test failed, set CIBP @ 1650'. Perf Pierre @ 1600' (4 shot). RD Wireline unit.
14. TIH w/ work string and CICR. Set CICR @ 1500'. Rig up Cementers. Establish injection rate. Mix 100 sx Class G cement. Squeeze 90 sx in and dump 10 sx on top of CICR. TOH w/ stinger. Surface casing and Prod. Casing must be opened and plumbed into return tank during cementing ops.
15. MIRU Wireline unit. If casing fails pressure test, set CIBP @ 820'. Perf for shoe plug @ 770' (4 shot) (SC at 722'). RD Wireline unit. Attempt to establish circulation to surface w/ FW. If circulation rate can be established, pump Class G cement down casing, through perfs and up surface casing annulus until good cement is circulated to surface (open top tank) (cement volume approx.. 230 sx).
16. If circulation is not achieved, set CICR @ 700'. Mix 75sx of Class G cement. Squeeze 65sx through the CICR. Sting out and leave 10sx on of the CICR. RU wireline. Perf at 90' (2 shot). RD wireline unit. Rig up cement equipment to pump down casing, through perfs, and up surface casing annulus. Hook up and circulate cement to surface, approximately 35sx. Rig down BOP and rig, Bolt wellhead back on. Wait for cement to cure at a minimum of 24 hrs. Cut off surface and production casing at least 5' below the ground level. Top off

cement in casing as needed. Weld steel ID plate on top with Well File # and date on it.

17. Dig up and pull out dead men.
 18. File form 7 plugging report upon completion of plugging.
-
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

LM 2
Well File# 16135
NENW 15-152N-98W
Field: Banks
McKenzie County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

9 5/8" surface casing @ 1839'
5.5" production casing @ 9,930'
Open hole lateral from 9,930' – 13,818'
Mowry Top @ 4,962'
TOC @ 4,730'

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test dead men anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.

5. Nipple down wellhead and nipple up BOP.
 6. Release TAC and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to @ 9100'. TOH with bit & scraper.
 8. Set CIBP at +/- 9000'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Run CBL if needed.
 12. RU cement equipment. Balance Class G 250' plug with 35% Silica Flour on top of bridge plug.
 13. POOH to 7,400'+/-. Minnekahta top at 7298'. Mix & pump a balance plug of Class "G" cement. Spot 250' balance plug from 7,150'-7,400', isolating Minnekahta formation. POH above cement & circulate hole clean.
 14. POOH to 5062'+/-. Mowry top at 4962'. Mix & pump a balance plug of Class "G" cement. Spot 250' balance plug from 5062'-4812', isolating Mowry/Dakota formation. POH above cement & circulate hole
 15. TOH and RIH with perf guns and perf 4-hole squeeze shot at +/- 1900'. 9&5/8 set at 1839' TOH and TIH with CICR and set at +/- 1789'. TIH with work string and stinger. Mix 100 sacks Class G. Inject 90 sacks through retainer, sting out and spot 10 sacks on top of CICR.
 16. RIH with perf guns and perf 2-hole squeeze shot at +/-90'. Circulate good Class G cement to surface.
 17. Rig down BOP and rig. Cut casing off 4' below surface. Top off cement if needed. Weld cap on and bury.
 18. Dig up and pull-out dead men.
 19. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
- F. Contractor shall notify the Commission 48 hours before commencing the

plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Pederson 1-10H
Well File# 16196
SESE 10-152N-98W
Field: Banks
Mckenzie County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

9 5/8" surface casing @ 1980'
5.5" production casing @ 9,830'
Open hole lateral from 9,830' – 15,852'
Mowry Top- 4,910'
CBL will need to be run to determine top of cement.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Pull rods from hole.
4. Nipple down wellhead and nipple up BOP.

5. Release TAC and pull tubing.
 6. TIH with bit & scraper for 5.5" casing to 8,910'. TOH with bit & scraper.
 7. Set CIBP @ 8910'.
 8. Roll the hole with clean 10# salt water.
 9. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 10. Run CBL if needed.
 11. RU cementers and balance 250' of cement on top the CIBP. Pump a balance plug of 35 sacks of 15.8 ppg class G neat cement.
 12. TOOH to 7,354', rig up cementers and balance 250' of 15.8 ppg, neat G cement. If TOC is below this depth, perforations shall be shot, a CICR must be set and a 100 sks squeeze must be pumped.
 13. TOOH , Rig up wireline and perforate at 5,039', Set CICR at 4,939'
 14. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
 15. If the cement top is above the Mowry a 250' balance plug can be pumped.
 16. Perforate casing at 2,030', set CICR at 1,930'. Tie into surface casing valve and open for returns.
 17. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 250' of cement on top of the CICR.
 18. Perf @ 90'. Circulate good cement to surface.
 19. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
 20. Dig up and pull out dead men.
 21. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be

plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

BID

Bid for plugging of the following well sites:

See attached list of wells

Being fully familiar with the local conditions affecting the performance of the contract and having carefully examined the INVITATION TO BID, INSTRUCTIONS TO BIDDERS, PLUGGING SPECIFICATIONS, PLUGGING CONTRACT, LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND bidder proposes and agrees to do all work called for in the specifications and contract and to furnish the services, equipment, and labor necessary for the full completion of the work for the lump sum price of _____ dollars (\$).

Contractor hereby agrees that it shall comply with all Federal requirements including Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (as noted in **Attachment A** of Bid Notification).

If the bidder's bid is accepted, the Industrial Commission will inform the bidder in writing within thirty days after the bid opening. Within ten days after receipt of such a notice, bidder will appear in the office of the North Dakota Industrial Commission, Oil and Gas Division, and execute the Plugging Contract. Bidder agrees that if bidder fails to enter into a contract, bidder is liable to the Commission for all expenses incurred by and damages suffered by the Commission as a result of the failure.

Dated this _____ day of _____ 2022.

Name of Bidder

Signature

Business Address

Business Telephone Number

Email

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
 _____ (Principal), and _____
 _____, a corporation licensed to do business as a surety under the laws of the
 State of North Dakota, (Surety), are held and firmly bound unto the State of North Dakota in the full and just
 sum of _____ **AND NO/100 DOLLARS (\$.00)**, to be paid to the State of North
 Dakota or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and
 assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of North Dakota, acting by and through
 the North Dakota Industrial Commission, dated _____ for plugging of the following
 wells:

See Bid Notification, Attachment B

WHEREAS, it is one of the conditions of the award of the contract pursuant to statutes that this bond be
 executed.

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall duly and promptly
 pay all laborers, mechanics, subcontractors and material men who perform work or furnish material under the
 contract and all persons who shall supply the Principal or the subcontractor with materials, services, bonds and
 insurance for the carrying on of the work, then this obligation shall be void; otherwise it shall remain in full force
 and effect.

The Surety hereby waives notice of any extension of time and any alterations made in the terms of the
 contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract
 sum by more than 10%.

<p>FOR STATE USE ONLY:</p> <p>Surety is licensed in ND:</p> <p>Date verified: _____</p> <p>Verified by:</p>	<p>Contractor: _____</p> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">Date</p> <hr/> <p>Surety: _____</p> <p style="text-align: center;">Date</p> <hr/> <p>By: _____</p> <p style="text-align: center;">Attorney-in-fact (Seal and Signature)</p> <hr/> <p style="text-align: center;">Agency</p> <hr/> <p style="text-align: center;">Address</p>
-----------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

(Principal), and _____
_____, a corporation licensed to do business as a surety under the laws of the State of North Dakota,
(Surety), are held and firmly bound unto the State of North Dakota in the full and just sum of
_____ **AND NO /100 DOLLARS (\$.00)**, to be paid to the State
of North Dakota or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors
and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of North Dakota, acting by and through
the North Dakota Industrial Commission, dated _____ for plugging of the following
wells:

See Bid Notification, Attachment B

WHEREAS, it is one of the conditions of the award of the contract pursuant to statutes that this bond be
executed.

NOW THEREFORE, the conditions of this obligation are such that if the above Principal shall promptly
and faithfully perform all of the provisions of the contract, and all obligations thereunder including the
specifications, and any alterations provided for, and shall in a manner satisfactory to the State of North Dakota,
complete the work contracted for including any alterations, and shall hold harmless the State of North Dakota
from any expense incurred through the failure of the Principal to complete the work as specified, then this
obligation shall be void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the
contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract
sum by more than 10%.

FOR STATE USE ONLY:	Contractor: _____
	Signature _____
	Date _____
	Surety: _____
	Date _____
Surety is licensed in ND:	By: _____ Attorney-in-fact (Seal and Signature)
Date verified: _____	Agency _____
Verified by: _____	Address _____

WELL PLUGGING CONTRACT

The parties to this contract are the State of North Dakota, acting through the North Dakota Industrial Commission, Department of Mineral Resources, Oil and Gas Division, (COMMISSION) and [contractor's legal name and address] (CONTRACTOR);

I SCOPE OF SERVICES

CONTRACTOR, in exchange for the compensation paid by COMMISSION, shall provide all materials and labor necessary for and shall perform the work described in the Plugging Specifications, attached hereto as Exhibit A and incorporated into this contract, for the following wells:

See attached list of wells.

II TIME FOR COMPLETION

CONTRACTOR shall complete the work under this contract must be completed by **September 1, 2023** and all invoices must be received by **December 1, 2023**. There is an urgency by the Commission to get the work done in a timely and effective manner.

III COMPENSATION

COMMISSION will pay the CONTRACTOR for the services provided under this contract an amount not to exceed _____ Dollars (\$_____.00), to be paid within thirty days after COMMISSION has accepted the work. If COMMISSION determines, in its sole discretion, that the well cannot be removed according to the Plugging Specifications attached hereto as Exhibit A, COMMISSION may modify the Plugging Specifications to ensure the well site is properly reclaimed by CONTRACTOR. If such modifications result in increased material and labor costs, CONTRACTOR's compensation will be increased by an amount equal to the usual and customary charges as determined by COMMISSION, for the additional material and labor. In the case where such modifications result in decreased material and labor costs, CONTRACTOR's compensation will be decreased by an amount based on the usual and customary changes relative to the material and labor expenses, as determined by COMMISSION.

IV CONTRACT DOCUMENTS

The contract documents that accompany this contract are the Invitation to Bid, Instructions to Bidder, Bid Form, Plugging Specifications and Contractor's Performance Bond and Labor and Materials Payment Bond and are incorporated as part of the contract. In the event of any inconsistency or conflict among the documents making up this contract, the terms of the contract shall control.

V LIABILITY AND INDEMNITY

CONTRACTOR agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of CONTRACTOR or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this contract, except claims based upon the State's sole negligence or intentional misconduct. The legal defense provided by CONTRACTOR to the State under this

provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. CONTRACTOR also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

VI INSURANCE

CONTRACTOR shall secure and keep in force during the term of this agreement and CONTRACTOR shall require all subcontractors, prior to commencement of an agreement between CONTRACTOR and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools, or government self-retention funds authorized to do business in North Dakota, the following insurance coverage:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Contractor's Pollution Liability coverage for Personal Injury, Property Damage and Cleanup Cost arising from pollution conditions caused by the operations of the Contractor for limits of \$1,000,000. Occurrence coverage is preferred but coverage may be provided on a claims-made form that includes a three-year tail coverage endorsement. Coverage shall include contractual liability coverage for claims arising out of liability of subcontractors, loading and unloading, unlimited complete operations, and non-owned disposal site coverage.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of CONTRACTOR. The amount of any deductible or self-retention is subject to approval by COMMISSION;
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the COMMISSION. The policies shall be in form and terms approved by COMMISSION.
- 3) COMMISSION will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by CONTRACTOR in excess of the minimum requirements set forth above. The duty to indemnify COMMISSION under this agreement shall not be

limited by the insurance required by this agreement.

- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights, and coverage of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) A “Waiver of Subrogation” waiving any right to recovery the insurance company may have against the State;
 - b) A provision that CONTRACTOR’s insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance, or self-retention maintained by the State and that any insurance, self-insurance, or self-retention maintained by the State shall be in excess of the CONTRACTOR’s insurance and shall not contribute with it;
 - c) Cross liability/severability of interest for all policies and endorsements;
 - d) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary; and
 - e) The insolvency or bankruptcy of the insured CONTRACTOR shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured CONTRACTOR from meeting the retention limit under the policy.
- 6) CONTRACTOR shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this contract is a material breach of contract entitling COMMISSION to terminate this contract immediately.
- 8) CONTRACTOR shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. Contractor shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.

VII MERGER AND MODIFICATION

This contract, including the incorporated documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified with in this contract. This contract may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

VIII
ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty under this contract without COMMISSION's written consent, provided, however, that CONTRACTOR may enter into subcontracts provided that any subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR has no authority to contract for or incur obligations on behalf of STATE.

IX
ATTORNEYS' FEES

In the event a lawsuit is brought by COMMISSION to obtain performance due under this contract, and COMMISSION is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay COMMISSION's reasonable attorney fees and costs in connection to the lawsuit.

X
APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be adjudicated in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

XI
INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a COMMISSION employee for any purpose, including application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this contract shall be construed to represent the creation of an employer/employee relationship. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this contract, except to the extent specified in this contract.

XII
NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable federal and state laws, rules, and policies, including but not limited to, those relating to nondiscrimination, accessibility, and civil rights (*See* N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women).

CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums.

CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

CONTRACTOR's failure to comply with this section may be deemed a material breach by CONTRACTOR entitling the COMMISSION to terminate in accordance with the Termination for Cause section of this Contract.

XIII SEVERABILITY

If any term of this agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms are unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

XIV STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. CONTRACTOR will maintain all of these records for at least three years (3) following completion of this contract and be able to provide them upon reasonable notice. The COMMISSION, State Auditor, or Auditor's designee shall provide reasonable notice to CONTRACTOR prior to conducting examination.

XV SPOILIATION - PRESERVATION OF EVIDENCE

CONTRACTOR shall promptly notify COMMISSION of all potential claims that arise from or result from this contract. CONTRACTOR shall take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to COMMISSION the opportunity to review and inspect such evidence, including the scene of the accident.

XVI TERMINATION OF CONTRACT

- a. Termination by Mutual Consent. This contract may be terminated by mutual consent of both parties executed in writing.
- b. Early Termination in the Public Interest. COMMISSION is entering into this contract for the purpose of carrying out the public policy of the state of North Dakota, as determined by the Governor, Legislative Assembly, agencies and courts. If this contract ceases to further the public policy of the state of North Dakota, COMMISSION, in its sole discretion, by written notice to CONTRACTOR, may terminate this contract in whole or in part.
- c. Termination for Lack of Funding or Authority. COMMISSION, by written notice to CONTRACTOR, may terminate in whole or any part of this contract, under any of the following conditions:
 - (1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
 - (2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible

for the funding proposed for payments authorized by this contract.

- (3) If any license, permit, or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause. COMMISSION may terminate this contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:

- (1) If CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by COMMISSION; or
(2) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of COMMISSION provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

XVII
NOTICE

All notices or other communications required under this contract shall be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

____ or ____
____ or ____
____ or ____

Notice provided under this provision does not meet the notice requirements for monetary claims against the state found at N.D.C.C. § 32-12.2-04.

XVIII
TAXPAYER ID

CONTRACTOR's North Dakota tax ID number is: _____
CONTRACTOR's federal employer ID number is: _____

XIX
PAYMENT OF TAXES BY COMMISSION

COMMISSION is not responsible for and will not pay local, state, or federal taxes. State sales tax exemption number is E-2001. COMMISSION will furnish certificates of exemption upon request by the CONTRACTOR.

XX
EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties. If the dates of execution are different, then the later date of execution is the effective date.

XXI
FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, flood, riot, terrorism, acts of God, or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

XXII
RENEWAL

This contract will not automatically renew. If COMMISSION desires to renew, COMMISSION will provide written notice to CONTRACTOR of its intent to renew this contract at least 60 days before the scheduled termination date.

XXIII
ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

By entering into this contract, COMMISSION does not agree to binding arbitration, mediation, or other forms of mandatory Alternative Dispute Resolution. The parties may enforce their rights and remedies in judicial proceedings. COMMISSION does not waive any right to a jury trial.

XXIV
CONFIDENTIALITY

CONTRACTOR shall not use or disclose any information it receives from COMMISSION under this contract that COMMISSION has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by COMMISSION. COMMISSION shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that COMMISSION determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. ch. 44-04. The duty of COMMISSION and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract.

XXV
COMPLIANCE WITH PUBLIC RECORDS LAWS

CONTRACTOR understands that, in accordance with the Contract's Confidentiality clause, COMMISSION must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact COMMISSION promptly upon receiving a request for information under the open records law and to comply with STATE'S instructions on how to respond to the request.

XXVI
WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment, or materials created for COMMISSION or purchased by COMMISSION under this contract belong to COMMISSION and must be immediately delivered to

COMMISSION at COMMISSION'S request upon termination of this contract. CONTRACTOR agrees that all work(s) under this contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to COMMISSION all rights and interests CONTRACTOR may have in the work(s) it prepares under this contract, including any right to derivative use of the work(s). CONTRACTOR shall execute all necessary documents to enable COMMISSION to protect its rights under this section.

XXVII
COMPLIANCE WITH FEDERAL LAWS

Contractor agrees to comply with the additional Federal requirements and standard terms and conditions found in Exhibit B.

STATE OF NORTH DAKOTA
Acting through its
N.D. Industrial Commission
Department of Mineral Resource
Oil & Gas Division

By: _____
Title: _____
DATE: _____

CONTRACTOR

By: _____
Title: _____
DATE: _____

**EXHIBIT A
LIST OF WELLS**

**EXHIBIT B
PLUGGING SPECIFICATIONS**

EXHIBIT C
FEDERAL STANDARD TERMS AND CONDITIONS

Federal Standard Terms and Conditions

SECTION 1 – DAVIS BACON ACT REQUIREMENTS

40 U.S.C. parts 3141–3144, 3146, 3147; 42 U.S.C. part 3212 The Davis-Bacon Act – Requires that all contractors and subcontractors performing construction, alteration and repair (including painting and decorating) work under federal or District of Columbia contracts in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location. Construction or renovation projects funded by federal funds, in whole or in part, are subject in their entirety to the Davis-Bacon Act as amended 40 U.S.C. parts 276(a) through 276(a5). Award recipients are required by law to furnish assurances to the Secretary of Labor that all laborers and mechanics employed by contractors or subcontractors on DOI-supported construction projects shall be paid wages at rates that are not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor.

40 U.S. Code Sec. 3141. Definitions

In this subchapter, the following definitions apply:

(1) Federal government.- The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²

(2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.- The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include-

(A) the basic hourly rate of pay; and

(B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of-

(i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and

(ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

40 U.S. Code Sec. 3142. Rate of wages for laborers and mechanics

(a) Application.- The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.

(b) Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

(c) Stipulations Required in Contract.- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that-

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) Discharge of Obligation.- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) Overtime Pay.- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

40 U.S. Code Sec. 3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

40 U.S. Code Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) Payment of Wages.-

(1) In general.- The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action.- If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.-

(1) In general.- The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts.- No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

40 U.S. Code Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

40 U.S. Code Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

40 U.S. Code Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

42 U.S. Code Sec. 3212. Maintenance of standards

All laborers and mechanics employed by contractors or subcontractors on projects assisted by the Secretary under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40. The Secretary shall not extend any financial assistance under this chapter for such a project without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this provision, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267), and section 3145 of title 40.

Wage determination website: <https://sam.gov/content/wage-determinations>

U.S. Department of Labor DBA/Prevailing Wage information can be found here:

<https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>

<https://www.dol.gov/agencies/whd/government-contracts/construction>

<https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>

SECTION 2 – BUILD AMERICA, BUY AMERICA ACT

Pub. L. No. 117-58, §§ 70901-52 Build America, Buy America (BABA) Act – The BABA strengthens the Buy American and Hire American Executive Order No, 13,858 2017, and requires that no later than May 14, 2022, the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Property solely on private land with no public access is not subject to Buy America. In addition, a Buy America waiver has been approved as described below:

The DOI is proposing a general applicability waiver of the Buy America Domestic Preference procurement requirements for DOI’s Federal Financial Assistance awards to provide recipients of financial assistance agreements with sufficient time to apply the Buy America preferences without having to disrupt current projects and to allow projects to continue to be executed swiftly without jeopardizing performance goals. This waiver action permits the use of non-domestic iron, steel, manufactured products, and construction materials in such projects that may otherwise be prohibited

under section 70914(a) during the specified time period, while recipients of DOI Federal financial assistance agreements work to incorporate the new Buy America requirements.

BABA information: <https://www.doi.gov/grants/buyamerica>

More BABA information: <https://www.epa.gov/ewsrf/build-america-buy-america-baba#bil>

BABA Waiver website: <https://doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>

SECTION 3 – CONSTRUCTION PROJECTS REQUIREMENTS

40 U.S.C. parts 3701-3708 The Contract Work Hours and Safety Standards Act

(1)Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2)Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3)Withholding for unpaid wages and liquidated damages. The DOI or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4)Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1)through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5)The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOI and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

48 CFR 22.403-2 The Copeland (Anti-Kickback) Act (18 U.S.C.874 and 40 U.S.C.3145) - makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or

otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause (see 52.222-10) requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

SECTION 4 - ENVIRONMENTAL PROJECTS REQUIREMENTS

42 U.S.C. part 4321 The National Environmental Policy Act – NEPA establishes protection of the environment as a national priority and mandates that environmental impacts must be considered before any federal action likely to significantly affect the environment is undertaken.

42 U.S.C. part 7401 Clean Air Act, 33 U.S.C. part 1251 Clean Water Act, and Executive Order No. 11,738 Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts and financial assistance.

16 U.S.C. part 1531 The Endangered Species Act –Ensures that actions they authorize, fund, or carry out are not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat of such species. The law also prohibits any action that causes a "taking" of any listed species of endangered fish or wildlife. Likewise, import, export, interstate, and foreign commerce of listed species are all generally prohibited.

16 U.S.C. part 1271 The Wild and Scenic Rivers Act–Applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

42 U.S.C. part 300f The Safe Drinking Water Act of 1974–Precludes Federal assistance for any project that the United States Environmental Protection Agency (US EPA) determines may contaminate a sole source aquifer so as to threaten public health.

42 U.S.C. part 9601 The Comprehensive Environmental Response, Compensation, and Liability Act–These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

Executive Order No. 13,658, 2014 Establishing a Minimum Wage for Contractors –Establishes a minimum wage requirement for Federal contractors and subcontractors. The Order provides agencies shall, to the extent permitted by law, ensure that new covered contracts, contract-like instruments, and solicitations include a clause, which the contractor and any subcontractors shall incorporate into lower-tier subcontracts, specifying, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. part 214(c), in the performance of the contract or any subcontract.

SECTION 5 - OTHER STATUTE AND REGULATION REQUIREMENTS

2 C.F.R. part 1401 Requirements for Drug-Free Workplace – Under the Drug-Free Workplace Act of 1988, 41 U.S.C. parts 701-707 a drug-free workplace policy is required for any organizations receiving a federal financial assistance award of any size. At a minimum, such organizations must:

(1) Prepare and distribute a formal drug-free workplace policy statement. (2) Establish a drug-free awareness program. (3) Ensure that all employees working on the federal contract understand their personal reporting obligations. (4) Take direct action against an employee convicted of a work place drug violation. (5) Maintain an ongoing good faith effort to meet all the requirements of the Drug-free

Workplace Act throughout the life of the award. This rule does not apply to foreign public entities or foreign organizations.

43 C.F.R. part 18 New Restrictions on Lobbying – The Authorized Representative's signature on the application submitted to the DOI bureau or offices certifies to the statements in 43 C.F.R. part 18, Appendix A Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award, and require disclosure of the use of non-Federal funds for lobbying (31 U.S.C. part 1352). Any recipient (See Definition in 43 C.F.R. part 18.105(o)) that requests or receives (31 U.S.C. part 1352(2)(b)) more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, “Disclosure of Lobbying Activities,” regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Recipient includes all contractors and subgrantees at any tier of the recipient of funds received in connection with a Federal grant, loan, or cooperative agreement. These restrictions do not apply to an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Please visit 43 C.F.R. part 18.110 Certification and Disclosure Requirements for more information.

41 U.S.C. part 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection – Applies to all awards over the simplified acquisition threshold (currently \$250,000).

41 U.S.C. part 6306 Prohibition on Members of Congress Making Contracts with Federal Government – No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public’s general benefit.

42 U.S.C. part 2000(d) Title VI of the Civil Rights Act of 1964, and the DOI implementing regulations published at 43 C.F.R. part 17 and Special Regulations at 43 C.F.R. part 4.800 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.

20 U.S.C. part 1681 Title IX of the Education Amendments of 1972, and DOI implementing regulations published at 43 C.F.R. part 41.100 prohibiting discrimination on the basis of sex in Federally assisted education programs or activities.

42 U.S.C. part 12101 The Americans with Disabilities Act of 1990 – Prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. part 794, and the DOI implementing regulations published at 43 C.F.R. part 17 subpart B prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal financial assistance.

41 C.F.R. parts 101-19.6 Accessibility Standards – For purposes of complying with the standards set forth in non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) 28 C.F.R. part 35; and Title III of the ADA 28 C.F.R. part 36. The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design,” which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.

42 U.S.C part 6101 The Age Discrimination Act of 1975, and DOI implementing regulations published at 43 C.F.R. parts 17.300-17.339 unless an exception applies in 43 C.F.R. part 17.302, the rule prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

42 U.S.C. part 2000(e) Title VII of the Civil Rights Act of 1964 – Generally prohibits employers from discriminating against employees on the basis of religion. Title VII prohibits discriminatory treatment of employees on the basis of their religious beliefs and requires employers to make reasonable accommodations for employees’ religious practices. Religious organizations, however, may be exempt from some of the prohibitions of Title VII.

Executive Order No. 11,988, 1977 Floodplain Management and **Executive Order No. 11,990, 1977 Protection of Wetlands** – Non-Federal entities must identify proposed actions in federally defined floodplains and wetlands to enable DOI to make a determination whether there is an alternative to minimize any potential harm.

Executive Order No. 11,246, 1965 Equal Employment Opportunity – Requires federally assisted construction contracts to include the nondiscrimination provisions of parts 202 and 203 of Executive Order No. 11,246 and Department of Labor regulations implementing at **41 C.F.R. part 60-1.4(b)**.

Links for Additional Information on Federal Requirements/ Standard Terms and Conditions

DOI Federal Standard Award Terms and Conditions:

<https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf>

INVITATION TO BID

The State of North Dakota, acting through the North Dakota Industrial Commission, Oil & Gas Division, invites you to submit a bid for the plugging of the following wells:

Plugging Package 2

See Attached list

To be considered, the bid must be on the form provided by the Industrial Commission, which must be fully completed in accordance with the accompanying "INSTRUCTIONS TO BIDDERS," and must be received in the Bismarck office of the Industrial Commission, Oil & Gas Division, no later than **3:00 p.m. November 22, 2022**. The Commission may reject any and all bids.

For additional information or blank bid forms, please go to the North Dakota Industrial Commission, Oil & Gas Division home page, <https://www.dmr.nd.gov/oilgas/> or contact Cody VanderBusch at (701)-328-8020.

INSTRUCTIONS TO BIDDERS

1. Form of Bids. Bids must be submitted on the attached bid form. Provide an attachment listing each wells cost + downhole salvage value and then net total. The net total should be included on the bid form. The bonds will be based on the highest cost well.

2. Submission of Bids. Bids must be enclosed in a sealed envelope, and the outside of the envelope must have the following on it:

Bid of: (Name of Contractor & Business Address)

N.D. Contractor's License No: (No. and Class of License)

Date License was Issued or Renewed: _____

Bid Package Name and Number: _____

ATTN: Mr. Cody VanderBusch

SEALED BID DO NOT OPEN

NDIC Oil & Gas Division
1016 E. Calgary Ave
Bismarck, N.D. 58503-5512

3. Examination of Site. Prospective bidders may make a visual inspection of the well and well site to ascertain the nature and location of the work and the conditions which can affect the work and its cost. The Commission is not bound by any oral statement concerning the condition of the well or well site made by its staff or agents prior to the execution of the equipment removal contract. **Note.** If no access is visible, please contact landowner before entering.
4. Bidder Qualifications. No contract will be awarded unless: (a.) the bidder holds a current contractor's license in the class within which the value of the project falls issued at least ten days prior to the date set for receiving bids, and the bid envelope contains a copy of the license or a certificate of its renewal issued by the secretary of state (N.D.C.C. §43-07-12); and (b.) the bidder files along with its bid or after being notified that it is the successful bidder, a certificate from the ND State Tax Commissioner that bidder has paid all delinquent income, sales, and use taxes, if any (N.D.C.C. § 43- 07-11.1).
5. Bid Deadline. All bids are due in the office of the Industrial Commission, Oil and Gas Division, by **3:00 p.m. November 22, 2022.** The office is at **1016 E. Calgary Ave., Bismarck, ND.** Bids received after this deadline will not be considered.
6. Review of Bids. The public opening of the bids will be held at **3:00 p.m. November 22, 2022** at the **Industrial Commission, Oil and Gas Division, 1016 E. Calgary Ave., Bismarck, ND.**
7. Withdrawal of Bids. Bids may be withdrawn by bidder's written request received prior to the time set in paragraph 5.

8. Rejection of Bids. The Commission may reject any and all bids and may waive any technical or formal defect in a bid.
9. Notification of Award. The successful bidder, if any, will be notified of the award of the work within thirty days after the bid opening.
10. Contract. The bidder whose bid is accepted must enter into a written contract with the Commission within ten days after the award is made. The contract contains, among other things, provisions requiring the contractor to acquire insurance and provide bonds in the amount of the bid.
11. Timeline. Work can't start before **January 2, 2023** and must be completed by **September 30, 2023 and invoices received by December 1, 2023.**
12. Cancellation of Award. The Commission may cancel the award of any contract at any time before execution of the contract by all parties without any liability to the Commission.
13. Title to Material and Objects on Site. The Commission has title to all confiscated equipment on the well site. Any person who removes confiscated equipment or fluids from a well or well site without permission is subject to a civil penalty, up to \$12,500 per day, to be imposed by the Commission. Any person who willfully violates this section could be guilty of a Class C Felony.
14. Bidders shall follow all federal requirements including but not limited to Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (see **Attachment A**).
15. Changes in Bid Specifications. The Commission may, during the bidding period, advise bidders of alterations to any part of the bid. All such changes are included in the work covered by the bid and are a part of the specifications.
16. Approved Procedures. Bidders must bid on the approved procedures. Cost for the required report submittals and photos shall be included in the bid.
17. Other Changes. Any changes to procedures **MUST** be approved by Commission staff. **Unapproved changes will not be reimbursed.**
18. Overtures. Only overtures that are required by the Commission shall be paid, all other costs shall be included within the bid cost. Hidden costs or undisclosed costs will not be reimbursed.
19. Completed Work. Bidders must complete the work in a timely manner to Commission requirements.

20. Well List. The Commission may at any time add or remove wells from the package due to reasons deemed appropriate by the Commission.
21. Note. Bidders must ensure they meet and follow all bidder instructions and requirements as indicated in the bidding package.

Additional information - IOGCC report on the issue of idle and orphan oil and gas wells can be found at:

https://iogcc.ok.gov/sites/g/files/gmc836/f/documents/2022/iogcc_idle_and_orphan_wells_2021_final_web_0.pdf

ATTACHMENT A
Federal Standard Terms and Conditions

SECTION 1 – DAVIS BACON ACT REQUIREMENTS

40 U.S.C. parts 3141–3144, 3146, 3147; 42 U.S.C. part 3212 The Davis-Bacon Act – Requires that all contractors and subcontractors performing construction, alteration and repair (including painting and decorating) work under federal or District of Columbia contracts in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location. Construction or renovation projects funded by federal funds, in whole or in part, are subject in their entirety to the Davis-Bacon Act as amended 40 U.S.C. parts 276(a) through 276(a5). Award recipients are required by law to furnish assurances to the Secretary of Labor that all laborers and mechanics employed by contractors or subcontractors on DOI-supported construction projects shall be paid wages at rates that are not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor.

40 U.S. Code Sec. 3141. Definitions

In this subchapter, the following definitions apply:

- (1) Federal government.- The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²*
- (2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.- The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include-*
 - (A) the basic hourly rate of pay; and*
 - (B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the forgoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of-*
 - (i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and*
 - (ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.*

40 U.S. Code Sec. 3142. Rate of wages for laborers and mechanics

- (a) Application.- The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.*
- (b) Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.*
- (c) Stipulations Required in Contract.- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that-*
 - (1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;*
 - (2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and*
 - (3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor*

on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) Discharge of Obligation.- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) Overtime Pay.- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

40 U.S. Code Sec. 3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

40 U.S. Code Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) Payment of Wages.-

(1) In general.- The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action.- If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.-

(1) In general.- The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts.- No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

40 U.S. Code Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

40 U.S. Code Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

40 U.S. Code Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

42 U.S. Code Sec. 3212. Maintenance of standards

All laborers and mechanics employed by contractors or subcontractors on projects assisted by the Secretary under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40. The Secretary shall not extend any financial assistance under this chapter for such a project without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this provision, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267), and section 3145 of title 40.

Wage determination website: <https://sam.gov/content/wage-determinations>

U.S. Department of Labor DBA/Prevailing Wage information can be found here:

<https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>

<https://www.dol.gov/agencies/whd/government-contracts/construction>

<https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>

SECTION 2 – BUILD AMERICA, BUY AMERICA ACT

Pub. L. No. 117-58, §§ 70901-52 Build America, Buy America (BABA) Act – The BABA strengthens the Buy American and Hire American Executive Order No, 13,858 2017, and requires that no later than May 14, 2022, the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Property solely on private land with no public access is not subject to Buy America. In addition, a Buy America waiver has been approved as described below:

The DOI is proposing a general applicability waiver of the Buy America Domestic Preference procurement requirements for DOI’s Federal Financial Assistance awards to provide recipients of financial assistance agreements with sufficient time to apply the Buy America preferences without having to disrupt current projects and to allow projects to continue to be executed swiftly without jeopardizing performance goals. This waiver action permits the use of non-domestic iron, steel, manufactured products, and construction materials in such projects that may otherwise be prohibited under section 70914(a) during the specified time period, while recipients of DOI Federal financial assistance agreements work to incorporate the new Buy America requirements.

BABA information: <https://www.doi.gov/grants/buyamerica>

More BABA information: <https://www.epa.gov/cwsrf/build-america-buy-america-baba#bil>

BABA Waiver website: <https://doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>

SECTION 3 – CONSTRUCTION PROJECTS REQUIREMENTS

40 U.S.C. parts 3701-3708 The Contract Work Hours and Safety Standards Act

(1)Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The DOI or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOI and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

48 CFR 22.403-2 The Copeland (Anti-Kickback) Act (18 U.S.C.874 and 40 U.S.C.3145) - makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause (see 52.222-10) requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

SECTION 4 - ENVIRONMENTAL PROJECTS REQUIREMENTS

42 U.S.C. part 4321 The National Environmental Policy Act – NEPA establishes protection of the environment as a national priority and mandates that environmental impacts must be considered before any federal action likely to significantly affect the environment is undertaken.

42 U.S.C. part 7401 Clean Air Act, 33 U.S.C. part 1251 Clean Water Act, and Executive Order No. 11,738 Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts and financial assistance.

16 U.S.C. part 1531 The Endangered Species Act – Ensures that actions they authorize, fund, or carry out are not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat of such species. The law also prohibits any action that causes a "taking" of any listed species of endangered fish or wildlife. Likewise, import, export, interstate, and foreign commerce of listed species are all generally prohibited.

16 U.S.C. part 1271 The Wild and Scenic Rivers Act—Applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

42 U.S.C. part 300f The Safe Drinking Water Act of 1974—Precludes Federal assistance for any project that the United States Environmental Protection Agency (US EPA) determines may contaminate a sole source aquifer so as to threaten public health.

42 U.S.C. part 9601 The Comprehensive Environmental Response, Compensation, and Liability Act—These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

Executive Order No. 13,658, 2014 Establishing a Minimum Wage for Contractors—Establishes a minimum wage requirement for Federal contractors and subcontractors. The Order provides agencies shall, to the extent permitted by law, ensure that new covered contracts, contract-like instruments, and solicitations include a clause, which the contractor and any subcontractors shall incorporate into lower-tier subcontracts, specifying, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. part 214(c), in the performance of the contract or any subcontract.

SECTION 5 - OTHER STATUTE AND REGULATION REQUIREMENTS

2 C.F.R. part 1401 Requirements for Drug-Free Workplace— Under the Drug-Free Workplace Act of 1988, 41 U.S.C. parts 701-707 a drug-free workplace policy is required for any organizations receiving a federal financial assistance award of any size. At a minimum, such organizations must:

(1) Prepare and distribute a formal drug-free workplace policy statement. (2) Establish a drug-free awareness program. (3) Ensure that all employees working on the federal contract understand their personal reporting obligations. (4) Take direct action against an employee convicted of a work place drug violation. (5) Maintain an ongoing good faith effort to meet all the requirements of the Drug-free Workplace Act throughout the life of the award. This rule does not apply to foreign public entities or foreign organizations.

43 C.F.R. part 18 New Restrictions on Lobbying— The Authorized Representative's signature on the application submitted to the DOI bureau or offices certifies to the statements in 43 C.F.R. part 18, Appendix A Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award, and require disclosure of the use of non-Federal funds for lobbying (31 U.S.C. part 1352). Any recipient (See Definition in 43 C.F.R. part 18.105(o)) that requests or receives (31 U.S.C. part 1352(2)(b)) more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Recipient includes all contractors and subgrantees at any tier of the recipient of funds received in connection with a Federal grant, loan, or cooperative agreement. These restrictions do not apply to an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Please visit 43 C.F.R. part 18.110 Certification and Disclosure Requirements for more information.

41 U.S.C. part 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection— Applies to all awards over the simplified acquisition threshold (currently \$250,000).

41 U.S.C. part 6306 Prohibition on Members of Congress Making Contracts with Federal Government— No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

42 U.S.C. part 2000(d) Title VI of the Civil Rights Act of 1964, and the DOI implementing regulations published at 43 C.F.R. part 17 and Special Regulations at 43 C.F.R. part 4.800 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.

20 U.S.C. part 1681 Title IX of the Education Amendments of 1972, and DOI implementing regulations published at 43 C.F.R. part 41.100 prohibiting discrimination on the basis of sex in Federally assisted education programs or activities.

42 U.S.C. part 12101 The Americans with Disabilities Act of 1990 – Prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. part 794, and the DOI implementing regulations published at 43 C.F.R. part 17 subpart B prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal financial assistance.

41 C.F.R. parts 101-19.6 Accessibility Standards – For purposes of complying with the standards set forth in non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) 28 C.F.R. part 35; and Title III of the ADA 28 C.F.R. part 36. The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design,” which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.

42 U.S.C part 6101 The Age Discrimination Act of 1975, and DOI implementing regulations published at 43 C.F.R. parts 17.300-17.339 unless an exception applies in 43 C.F.R. part 17.302, the rule prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

42 U.S.C. part 2000(e) Title VII of the Civil Rights Act of 1964 – Generally prohibits employers from discriminating against employees on the basis of religion. Title VII prohibits discriminatory treatment of employees on the basis of their religious beliefs and requires employers to make reasonable accommodations for employees’ religious practices. Religious organizations, however, may be exempt from some of the prohibitions of Title VII.

Executive Order No. 11,988, 1977 Floodplain Management and **Executive Order No. 11,990, 1977 Protection of Wetlands** – Non-Federal entities must identify proposed actions in federally defined floodplains and wetlands to enable DOI to make a determination whether there is an alternative to minimize any potential harm.

Executive Order No. 11,246, 1965 Equal Employment Opportunity – Requires federally assisted construction contracts to include the nondiscrimination provisions of parts 202 and 203 of Executive Order No. 11,246 and Department of Labor regulations implementing at 41 C.F.R. part 60-1.4(b).

Links for Additional Information on Federal Requirements/ Standard Terms and Conditions

DOI Federal Standard Award Terms and Conditions: <https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf>

ATTACHMENT B

Package 2 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
7266	E. C. INGERSOLL 1	AB	BOTTIN EAU	35-162-79	SENW	Kane	48.81551188	-100.8756097
7270	RUTH VEDQUAM 2	AB	BOTTIN EAU	35-162-79	SESE	Kane	48.80819043	-100.8659252
7888	E. C. INGERSOLL 2	AB	BOTTIN EAU	35-162-79	NWNW	Kane	48.81952766	-100.8814093
14662	C. L. BRANDT 2	AB	BOTTIN EAU	1-161-79	SWNW	Kane	48.80124828	-100.8597692
15379	INGERSOL 3	AB	BOTTIN EAU	35-162-79	NENW	Kane	48.81860616	-100.8768769
10890	GEORGE ADAMS 23-6	AB	BOTTIN EAU	6-160-82	NESW	Mountrose	48.71080315	-101.3134809
10919	GEORGE ADAMS ET AL 13-6	AB	BOTTIN EAU	6-160-82	NWSW	Mountrose	48.71081608	-101.3176665
10954	DALE G. LEATHERS 31-6	AB	BOTTIN EAU	6-160-82	NWNE	Mountrose	48.71717282	-101.3084118
11278	SEM 22-8	AB	BOTTIN EAU	22-162-79	SENE	Refuge	48.84459975	-100.8874374
8018	NEWHOUSE 1-3	AB	BOTTIN EAU	3-162-79	SENE	South Landa	48.88817048	-100.8873976
13488	NEWHOUSE 2R	AB	BOTTIN EAU	3-162-79	NESE	South Landa	48.88503009	-100.8863068
14641	FORDE 1R	AB	BOTTIN EAU	2-162-79	SWSW	South Landa	48.88170683	-100.8818934
10845	CHRISTENSON 1	AB	BOTTIN EAU	8-160-78	NENW	Southwest Starbuck	48.70356365	-100.7682221
11195	LERVIK 2-5	AB	BOTTIN EAU	5-160-78	SESW	Southwest Starbuck	48.70724874	-100.7691162
12154	GOODMAN 3-9	AB	BOTTIN EAU	9-160-78	NWNW	Southwest Starbuck	48.70308921	-100.7522065
14510	SOLBERG 2-9	AB	BOTTIN EAU	9-160-78	NWNE	Southwest Starbuck	48.70336159	-100.7414544
4103	ANDERSON H 1	AB	BOTTIN EAU	33-164-78	NESW	Northeast Landa	48.9862552	-100.7889225

ATTACHMENT C
Pugging Procedures

PLUGGING SPECIFICATIONS

SUBJECT WELL

Anderson H1
Well File# 4103
NESW 33-164N-78W
Field: NE Landa
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 162'
4.5" production casing @ 3149'
Gross perfs 3014' – 3076'
Pierre Top @ 111'
Mowry Top @ 1837'
CBL-TOC Inadequate

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 4.5" casing to top perfs @ 3014'. TOH with bit & scraper.
8. Set CICR @ 2964'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. RU cement equipment for squeeze @ 2964'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
12. Mowry top @ 1837'. Set CIBP @ 1937' if casing test failed. Perf @ 1837'. Set CICR @ 1737'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
13. Pierre top @ 111'. SC @ 162'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
14. Set CIBP @ 262' if casing test failed. Perf @ 212'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
15. If circulation is not achieved, set CICR @ 62'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and fill 4.5" casing to surface.
16. Top off surface casing annulus if needed when casing is cut off.
17. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
18. Dig up and pull dead men.
19. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

E C Ingersoll 1
Well File# 7266
SENW 35-162N-79W
Field: Kane
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 298'
4.5" production casing @ 3375'
Gross perms 3257' – 3270'
Pierre Top @ 162'
Mowry Top @ 1920'
Has CBL and TOC Inadequate

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 4.5" casing to top perfs @ 3257'. TOH with bit & scraper.
8. Set CICR @ 3207'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. RU cement equipment for squeeze @ 3207'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
12. Mowry top @ 1920'. Set CIBP @ 2020' if casing test failed. Perf @ 1920'. Set CICR @ 1820'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry. If a rate cannot be established, sting out and leave 25sx on top of the CICR.
13. Pierre top @ 162'. SC @ 298'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
14. Set CIBP @ 398' if casing test failed. Perf @ 348'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
15. If circulation is not achieved, set CICR @ 198'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
16. Perf @ 90'. Circulate good cement to surface.
17. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
18. Dig up and pull dead men.
19. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Ruth Vedquam 2
Well File# 7270
SESE 35-162N-79W
Field: Kane
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 288'
4.5" production casing @ 3405'
Gross perms 3292' – 3300'
Pierre Top @ 162'
Mowry Top @ 1936'
Has CBL and TOC Inadequate

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 4.5" casing to top perfs @ 3292'. TOH with bit & scraper.
8. Set CICR @ 3242'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. RU cement equipment for squeeze @ 3242'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
12. Mowry top @ 1936'. Set CIBP @ 2036' if casing test failed. Perf @ 1936'. Set CICR @ 1836'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
13. Pierre top @ 162'. SC @ 288'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
14. Set CIBP @ 388' if casing test failed. Perf @ 338'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
15. If circulation is not achieved, set CICR @ 188'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
16. Perf @ 90'. Circulate good cement to surface.
17. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
18. Dig up and pull dead men.
19. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

E C Ingersoll 2
Well File# 7888
NWNW 35-162N-79W
Field: Kane
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 320'
4.5" production casing @ 3389'
Gross perms 3253' – 3271'
Pierre Top @ 162'
Mowry Top @ 1914'
No CBL

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 4.5" casing to top perfs @ 3253'. TOH with bit & scraper.
8. Set CICR @ 3203'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL.
12. RU cement equipment for squeeze @ 3203'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 1914'. Set CIBP @ 2014' if casing test failed. Perf @ 1914'. Set CICR @ 1814'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry. If a rate cannot be established, sting out and balance 30sx on top of the CICR.
15. Mowry top @ 1914'. Set CIBP @ 2014' if casing test failed. Balance 30sx Class G cement @ 2014'.
16. Pierre top @ 162'. SC @ 320'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 420' if casing test failed. Perf @ 370'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 220'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
21. Dig up and pull dead men.

22. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Newhouse 1-3
Well File# 8018
SENE 3-162N-79W
Field: South Landa
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 258'
5.5" production casing @ 3324'
Gross perms 3214' – 3230'
Pierre Top @ 250'
Mowry Top @ 1895'
CBL-TOC Inadequate

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 3214'. TOH with bit & scraper.
8. Set CICR @ 3164'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. RU cement equipment for squeeze @ 3164'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 30sx on top of the CICR.
12. Mowry top @ 1895'. Set CIBP @ 1995' if casing test failed. Perf @ 1895'. Set CICR @ 1795'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry. If a rate cannot be established, sting out and balance 30sx on top of the CICR.
13. Pierre top @ 250'. SC @ 258'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
14. Set CIBP @ 358' if casing test failed. Perf @ 308'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
15. If circulation is not achieved, set CICR @ 158'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
16. Perf @ 90'. Circulate good cement to surface.
17. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
18. Dig up and pull dead men.
19. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Christenson 1
Well File# 10845
NENW 8-160N-78W
Field: Southwest Starbuck
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 323'
4.5" production casing @ 3333'
Gross perms 3282' – 3286'
Pierre Top @ 188'
Mowry Top @ 1934'
No CBL

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 4.5" casing to top perfs @ 3282'. TOH with bit & scraper.
8. Set CICR @ 3232'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL.
12. RU cement equipment for squeeze @ 3232'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 1934'. Set CIBP @ 2034' if casing test failed. Perf @ 1934'. Set CICR @ 1834'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
15. Mowry top @ 1934'. Set CIBP @ 2034' if casing test failed. Balance 25sx Class G cement @ 2034'.
16. Pierre top @ 188'. SC @ 323'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 423' if casing test failed. Perf @ 373'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 223'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
21. Dig up and pull dead men.

22. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

George Adams #23-6
Well File #10890
6-160-82 NE SW
Field: Mountrose
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 435'
5.5" production casing @ 4435'
Gross perms 4285-4296'
Pierre Top @ 395'
Mowry Top @ 2370'
Needs CBL.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 4285'. TOH with bit & scraper.
8. Set CICR @ 4235'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL. Dependent on TOC for Dakota plug.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2370'. Set CIBP @ 2470' if casing test failed. Perf @ 2420'. Set CICR @ 2320'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2370'. Set CIBP @ 2420' if casing test failed. Balance 35sx Class G cement @ 2420'.
16. Pierre top @ 395'. SC @ 435'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 535' if casing test failed. Perf @ 485'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 435'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.

21. Dig up and pull out dead men.
 22. File form 7 plugging report upon completion of plugging.
-
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

George Adams et al #13-6
Well File #10919
6-160-82 NW SW
Field: Mountrose
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 434'
5.5" production casing @ 4441'
Gross perms 4294-4321'
Pierre Top @ 395'
Mowry Top @ 2378'
Needs CBL.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 4294'. TOH with bit & scraper.
8. Set CICR @ 4244'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL. Dependent on TOC for Dakota plug.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2378'. Set CIBP @ 2478' if casing test failed. Perf @ 2428'. Set CICR @ 2328'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2378'. Set CIBP @ 2428' if casing test failed. Balance 35sx Class G cement @ 2428'.
16. Pierre top @ 395'. SC @ 434'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 535' if casing test failed. Perf @ 485'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 435'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.

21. Dig up and pull out dead men.
 22. File form 7 plugging report upon completion of plugging.
-
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Dale Leathers #31-6
Well File #10954
6-160-82 NW NE
Field: Mountrose
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 436'
5.5" production casing @ 4415'
Sealtite- 2 3/8", Packer – 2584' (?)
Gross perfs 2640-2690'
Pierre Top @ 395'
Mowry Top @ 2388'
Has CBL. TOC – 2040'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release TAC and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to top perfs @ 2640'. TOH with bit & scraper.
 8. Set CIBP @ 2438'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC – 2040'.
 12. Mowry top @ 2388'. Balance 35sx Class G cement @ 2438'.
 13. Pierre top @ 395'. SC @ 436'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 14. Set CIBP @ 535' if casing test failed. Perf @ 485'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 15. If circulation is not achieved, set CICR @ 435'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 16. Perf @ 90'. Circulate good cement to surface.
 17. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 18. Dig up and pull out dead men.
 19. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Lervick 2-5
Well File# 11195
SESW 5-160N-78W
Field: Southwest Starbuck
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 281'
4.5" production casing @ 3340'
Gross perms 3273' – 3278'
Pierre Top @ 188'
Mowry Top @ 1936'
No CBL

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 4.5" casing to top perfs @ 3273'. TOH with bit & scraper.
8. Set CICR @ 3223'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL.
12. RU cement equipment for squeeze @ 3223'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 1936'. Set CIBP @ 2036' if casing test failed. Perf @ 1936'. Set CICR @ 1836'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
15. Mowry top @ 1936'. Set CIBP @ 2036' if casing test failed. Balance 25sx Class G cement @ 2036'.
16. Pierre top @ 188'. SC @ 281'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 381' if casing test failed. Perf @ 331'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 181'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
21. Dig up and pull dead men.

22. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Sem 22-8
Well File# 11278
SENE 22-162N-79W
Field: Refuge
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 323'
4.5" production casing @ 3330'
Gross perms 3229' – 3247'
Pierre Top @ 286'
Mowry Top @ 1920'
CBL-TOC Adequate

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 4.5" casing to top perfs @ 3229'. TOH with bit & scraper.
8. Set CICR @ 3179'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. RU cement equipment for squeeze @ 3179'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
12. Mowry top @ 1920'. Set CIBP @ 2020' if casing test failed. Balance 25sx Class G cement @ 2020'.
13. Pierre top @ 286'. SC @ 323'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
14. Set CIBP @ 423' if casing test failed. Perf @ 373'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
15. If circulation is not achieved, set CICR @ 223'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
16. Perf @ 90'. Circulate good cement to surface.
17. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
18. Dig up and pull dead men.
19. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Goodman 3-9
Well File# 12154
NWNW 9-160N-78W
Field: Southwest Starbuck
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 260'
4.5" production casing @ 3294'
Gross perms 3246' – 3253'
Pierre Top @ 188'
Mowry Top @ 1935'
No CBL

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 4.5" casing to top perfs @ 3246'. TOH with bit & scraper.
8. Set CICR @ 3196'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL.
12. RU cement equipment for squeeze @ 3196'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 1935'. Set CIBP @ 2035' if casing test failed. Perf @ 1935'. Set CICR @ 1835'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
15. Mowry top @ 1935'. Set CIBP @ 2035' if casing test failed. Balance 25sx Class G cement @ 2035'.
16. Pierre top @ 188'. SC @ 260'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 360' if casing test failed. Perf @ 310'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 160'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
21. Dig up and pull dead men.

22. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Newhouse 2R
Well File# 13488
NESE 3-162N-79W
Field: South Landa
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 253'
4.5" production casing @ 3260'
Gross perms 3215' – 3231'
Pierre Top @ 250'
Mowry Top @ 1894'
CBL-TOC Adequate

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 4.5" casing to top perfs @ 3215'. TOH with bit & scraper.
8. Set CICR @ 3165'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. RU cement equipment for squeeze @ 3165'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
12. Mowry top @ 1894'. Set CIBP @ 1994' if casing test failed. Balance 30sx Class G cement @ 1994'.
13. Pierre top @ 250'. SC @ 253'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
14. Set CIBP @ 353' if casing test failed. Perf @ 303'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
15. If circulation is not achieved, set CICR @ 153'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
16. Perf @ 90'. Circulate good cement to surface.
17. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
18. Dig up and pull dead men.
19. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Solberg 2-9
Well File# 14510
NWNE 9-160N-78W
Field: Southwest Starbuck
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 274'
5.5" production casing @ 3298'
Gross perms 3246' – 3255'
Pierre Top @ 188'
Mowry Top @ 1935'
CBL is missing from 1600'-2000'

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 3246'. TOH with bit & scraper.
8. Set CICR @ 3196'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL
12. RU cement equipment for squeeze @ 3196'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 30sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 1935'. Set CIBP @ 2035' if casing test failed. Perf @ 1935'. Set CICR @ 1835'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry. If a rate cannot be established, sting out and balance 30sx on top of the CICR.
15. Mowry top @ 1935'. Set CIBP @ 2035' if casing test failed. Balance 30sx Class G cement @ 2035'.
16. Pierre top @ 188'. SC @ 274'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 374' if casing test failed. Perf @ 324'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 174'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
21. Dig up and pull dead men.

22. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

C L Brandt 2
Well File# 14662
SWNW 1-161N-79W
Field: Kane
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 302'
5.5" production casing @ 3368'
Gross perms 3268' – 3286'
Pierre Top @ 162'
Mowry Top @ 1945'
CBL-TOC adequate

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 3268'. TOH with bit & scraper.
8. Set CICR @ 3218'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. RU cement equipment for squeeze @ 3218'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 30sx on top of the CICR.
12. Mowry top @ 1945'. Set CIBP @ 2090' if casing test failed. Balance 35sx Class G cement @ 2090'.
13. Pierre top @ 162'. SC @ 302'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
14. Set CIBP @ 402' if casing test failed. Perf @ 352'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
15. If circulation is not achieved, set CICR @ 202'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
16. Perf @ 90'. Circulate good cement to surface.
17. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
18. Dig up and pull dead men.
19. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Forde 1R
Well File# 14641
SWSW 2-162N-79W
Field: South Landa
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 303'
4.5" production casing @ 3280'
Gross perms 3196' – 3206'
Pierre Top @ 250'
Mowry Top @ 1895'
CBL-TOC Inadequate

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 4.5" casing to top perfs @ 3196'. TOH with bit & scraper.
8. Set CICR @ 3146'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. RU cement equipment for squeeze @ 3146'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
12. Mowry top @ 1895'. Set CIBP @ 1995' if casing test failed. Perf @ 1895'. Set CICR @ 1795'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
13. Pierre top @ 250'. SC @ 303'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
14. Set CIBP @ 403' if casing test failed. Perf @ 353'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
15. If circulation is not achieved, set CICR @ 203'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
16. Perf @ 90'. Circulate good cement to surface.
17. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
18. Dig up and pull dead men.
19. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Ingersoll 3
Well File# 15379
NENW 35-162N-79W
Field: Kane
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 364'
4.5" production casing @ 2300'
Gross perms 2105' – 2214'
Pierre Top @ 162'
Mowry Top @ 1916'
CBL

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 4.5" casing to top perfs @ 2105'. TOH with bit & scraper.
8. Set CICR @ 2055'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
- ~~11. Run CBL.~~
12. RU cement equipment for squeeze @ 2055'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 1916'. Set CIBP @ 2016' if casing test failed. Perf @ 1916'. Set CICR @ 1816'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
15. Mowry top @ 1916'. Set CIBP @ 2016' if casing test failed. Balance 30sx Class G cement @ 2016'.
16. Pierre top @ 162'. SC @ 364'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 464' if casing test failed. Perf @ 414'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 264'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
21. Dig up and pull out dead men.

22. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

BID

Bid for plugging of the following well sites:

See attached list of wells

Being fully familiar with the local conditions affecting the performance of the contract and having carefully examined the INVITATION TO BID, INSTRUCTIONS TO BIDDERS, PLUGGING SPECIFICATIONS, PLUGGING CONTRACT, LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND bidder proposes and agrees to do all work called for in the specifications and contract and to furnish the services, equipment, and labor necessary for the full completion of the work for the lump sum price of _____ dollars (\$).

Contractor hereby agrees that it shall comply with all Federal requirements including Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (as noted in **Attachment A** of Bid Notification).

If the bidder's bid is accepted, the Industrial Commission will inform the bidder in writing within thirty days after the bid opening. Within ten days after receipt of such a notice, bidder will appear in the office of the North Dakota Industrial Commission, Oil and Gas Division, and execute the Plugging Contract. Bidder agrees that if bidder fails to enter into a contract, bidder is liable to the Commission for all expenses incurred by and damages suffered by the Commission as a result of the failure.

Dated this _____ day of _____ 2022.

Name of Bidder

Signature

Business Address

Business Telephone Number

Email

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, a corporation licensed to do business as a surety under the laws of the State of North Dakota, (Surety), are held and firmly bound unto the State of North Dakota in the full and just sum of _____ **AND NO/100 DOLLARS (\$.00)**, to be paid to the State of North Dakota or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of North Dakota, acting by and through the North Dakota Industrial Commission, dated _____ for plugging of the following wells:

See Bid Notification, Attachment B

WHEREAS, it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed.

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall duly and promptly pay all laborers, mechanics, subcontractors and material men who perform work or furnish material under the contract and all persons who shall supply the Principal or the subcontractor with materials, services, bonds and insurance for the carrying on of the work, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

FOR STATE USE ONLY:	Contractor: _____
	Signature _____
	Date _____
	Surety: _____
	Date _____
	By: _____ Attorney-in-fact (Seal and Signature)
Surety is licensed in ND: _____	Agency _____
Date verified: _____	Address _____
Verified by: _____	

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

(Principal), and _____
_____, a corporation licensed to do business as a surety under the laws of the State of North Dakota,
(Surety), are held and firmly bound unto the State of North Dakota in the full and just sum of _____
AND NO /100 DOLLARS (\$.00), to be paid to the State
of North Dakota or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors
and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of North Dakota, acting by and through
the North Dakota Industrial Commission, dated _____ for plugging of the following
wells:

See Bid Notification, Attachment B

WHEREAS, it is one of the conditions of the award of the contract pursuant to statutes that this bond be
executed.

NOW THEREFORE, the conditions of this obligation are such that if the above Principal shall promptly
and faithfully perform all of the provisions of the contract, and all obligations thereunder including the
specifications, and any alterations provided for, and shall in a manner satisfactory to the State of North Dakota,
complete the work contracted for including any alterations, and shall hold harmless the State of North Dakota
from any expense incurred through the failure of the Principal to complete the work as specified, then this
obligation shall be void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the
contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract
sum by more than 10%.

FOR STATE USE ONLY:	Contractor: _____
	Signature _____
	Date _____
	Surety: _____
	Date _____
Surety is licensed in ND:	By: _____ Attorney-in-fact (Seal and Signature)
Date verified: _____	Agency _____
Verified by: _____	Address _____

WELL PLUGGING CONTRACT

The parties to this contract are the State of North Dakota, acting through the North Dakota Industrial Commission, Department of Mineral Resources, Oil and Gas Division, (COMMISSION) and [contractor's legal name and address] (CONTRACTOR);

I SCOPE OF SERVICES

CONTRACTOR, in exchange for the compensation paid by COMMISSION, shall provide all materials and labor necessary for and shall perform the work described in the Plugging Specifications, attached hereto as Exhibit A and incorporated into this contract, for the following wells:

See attached list of wells.

II TIME FOR COMPLETION

CONTRACTOR shall complete the work under this contract must be completed by **September 1, 2023** and all invoices must be received by **December 1, 2023**. There is an urgency by the Commission to get the work done in a timely and effective manner.

III COMPENSATION

COMMISSION will pay the CONTRACTOR for the services provided under this contract an amount not to exceed _____ Dollars (\$_____.00), to be paid within thirty days after COMMISSION has accepted the work. If COMMISSION determines, in its sole discretion, that the well cannot be removed according to the Plugging Specifications attached hereto as Exhibit A, COMMISSION may modify the Plugging Specifications to ensure the well site is properly reclaimed by CONTRACTOR. If such modifications result in increased material and labor costs, CONTRACTOR's compensation will be increased by an amount equal to the usual and customary charges as determined by COMMISSION, for the additional material and labor. In the case where such modifications result in decreased material and labor costs, CONTRACTOR's compensation will be decreased by an amount based on the usual and customary changes relative to the material and labor expenses, as determined by COMMISSION.

IV CONTRACT DOCUMENTS

The contract documents that accompany this contract are the Invitation to Bid, Instructions to Bidder, Bid Form, Plugging Specifications and Contractor's Performance Bond and Labor and Materials Payment Bond and are incorporated as part of the contract. In the event of any inconsistency or conflict among the documents making up this contract, the terms of the contract shall control.

V LIABILITY AND INDEMNITY

CONTRACTOR agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of CONTRACTOR or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this contract, except claims based upon the State's sole negligence or intentional misconduct. The legal defense provided by CONTRACTOR to the State under this

provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. CONTRACTOR also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

VI INSURANCE

CONTRACTOR shall secure and keep in force during the term of this agreement and CONTRACTOR shall require all subcontractors, prior to commencement of an agreement between CONTRACTOR and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools, or government self-retention funds authorized to do business in North Dakota, the following insurance coverage:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Contractor's Pollution Liability coverage for Personal Injury, Property Damage and Cleanup Cost arising from pollution conditions caused by the operations of the Contractor for limits of \$1,000,000. Occurrence coverage is preferred but coverage may be provided on a claims-made form that includes a three-year tail coverage endorsement. Coverage shall include contractual liability coverage for claims arising out of liability of subcontractors, loading and unloading, unlimited complete operations, and non-owned disposal site coverage.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of CONTRACTOR. The amount of any deductible or self-retention is subject to approval by COMMISSION;
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the COMMISSION. The policies shall be in form and terms approved by COMMISSION.
- 3) COMMISSION will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by CONTRACTOR in excess of the minimum requirements set forth above. The duty to indemnify COMMISSION under this agreement shall not be

limited by the insurance required by this agreement.

- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights, and coverage of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) A “Waiver of Subrogation” waiving any right to recovery the insurance company may have against the State;
 - b) A provision that CONTRACTOR’s insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance, or self-retention maintained by the State and that any insurance, self-insurance, or self-retention maintained by the State shall be in excess of the CONTRACTOR’s insurance and shall not contribute with it;
 - c) Cross liability/severability of interest for all policies and endorsements;
 - d) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary; and
 - e) The insolvency or bankruptcy of the insured CONTRACTOR shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured CONTRACTOR from meeting the retention limit under the policy.
- 6) CONTRACTOR shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this contract is a material breach of contract entitling COMMISSION to terminate this contract immediately.
- 8) CONTRACTOR shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. Contractor shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.

VII MERGER AND MODIFICATION

This contract, including the incorporated documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified with in this contract. This contract may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

VIII
ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty under this contract without COMMISSION's written consent, provided, however, that CONTRACTOR may enter into subcontracts provided that any subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR has no authority to contract for or incur obligations on behalf of STATE.

IX
ATTORNEYS' FEES

In the event a lawsuit is brought by COMMISSION to obtain performance due under this contract, and COMMISSION is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay COMMISSION's reasonable attorney fees and costs in connection to the lawsuit.

X
APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be adjudicated in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

XI
INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a COMMISSION employee for any purpose, including application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this contract shall be construed to represent the creation of an employer/employee relationship. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this contract, except to the extent specified in this contract.

XII
NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable federal and state laws, rules, and policies, including but not limited to, those relating to nondiscrimination, accessibility, and civil rights (*See* N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women).

CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums.

CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

CONTRACTOR's failure to comply with this section may be deemed a material breach by CONTRACTOR entitling the COMMISSION to terminate in accordance with the Termination for Cause section of this Contract.

XIII SEVERABILITY

If any term of this agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms are unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

XIV STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. CONTRACTOR will maintain all of these records for at least three years (3) following completion of this contract and be able to provide them upon reasonable notice. The COMMISSION, State Auditor, or Auditor's designee shall provide reasonable notice to CONTRACTOR prior to conducting examination.

XV SPOILIATION - PRESERVATION OF EVIDENCE

CONTRACTOR shall promptly notify COMMISSION of all potential claims that arise from or result from this contract. CONTRACTOR shall take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to COMMISSION the opportunity to review and inspect such evidence, including the scene of the accident.

XVI TERMINATION OF CONTRACT

- a. Termination by Mutual Consent. This contract may be terminated by mutual consent of both parties executed in writing.
- b. Early Termination in the Public Interest. COMMISSION is entering into this contract for the purpose of carrying out the public policy of the state of North Dakota, as determined by the Governor, Legislative Assembly, agencies and courts. If this contract ceases to further the public policy of the state of North Dakota, COMMISSION, in its sole discretion, by written notice to CONTRACTOR, may terminate this contract in whole or in part.
- c. Termination for Lack of Funding or Authority. COMMISSION, by written notice to CONTRACTOR, may terminate in whole or any part of this contract, under any of the following conditions:
 - (1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
 - (2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible

for the funding proposed for payments authorized by this contract.

- (3) If any license, permit, or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause. COMMISSION may terminate this contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:

- (1) If CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by COMMISSION; or
(2) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of COMMISSION provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

XVII
NOTICE

All notices or other communications required under this contract shall be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

____ or ____
____ or ____
____ or ____

Notice provided under this provision does not meet the notice requirements for monetary claims against the state found at N.D.C.C. § 32-12.2-04.

XVIII
TAXPAYER ID

CONTRACTOR's North Dakota tax ID number is: _____
CONTRACTOR's federal employer ID number is: _____

XIX
PAYMENT OF TAXES BY COMMISSION

COMMISSION is not responsible for and will not pay local, state, or federal taxes. State sales tax exemption number is E-2001. COMMISSION will furnish certificates of exemption upon request by the CONTRACTOR.

XX
EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties. If the dates of execution are different, then the later date of execution is the effective date.

XXI
FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, flood, riot, terrorism, acts of God, or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

XXII
RENEWAL

This contract will not automatically renew. If COMMISSION desires to renew, COMMISSION will provide written notice to CONTRACTOR of its intent to renew this contract at least 60 days before the scheduled termination date.

XXIII
ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

By entering into this contract, COMMISSION does not agree to binding arbitration, mediation, or other forms of mandatory Alternative Dispute Resolution. The parties may enforce their rights and remedies in judicial proceedings. COMMISSION does not waive any right to a jury trial.

XXIV
CONFIDENTIALITY

CONTRACTOR shall not use or disclose any information it receives from COMMISSION under this contract that COMMISSION has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by COMMISSION. COMMISSION shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that COMMISSION determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. ch. 44-04. The duty of COMMISSION and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract.

XXV
COMPLIANCE WITH PUBLIC RECORDS LAWS

CONTRACTOR understands that, in accordance with the Contract's Confidentiality clause, COMMISSION must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact COMMISSION promptly upon receiving a request for information under the open records law and to comply with STATE'S instructions on how to respond to the request.

XXVI
WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment, or materials created for COMMISSION or purchased by COMMISSION under this contract belong to COMMISSION and must be immediately delivered to

COMMISSION at COMMISSION'S request upon termination of this contract. CONTRACTOR agrees that all work(s) under this contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to COMMISSION all rights and interests CONTRACTOR may have in the work(s) it prepares under this contract, including any right to derivative use of the work(s). CONTRACTOR shall execute all necessary documents to enable COMMISSION to protect its rights under this section.

XXVII
COMPLIANCE WITH FEDERAL LAWS

Contractor agrees to comply with the additional Federal requirements and standard terms and conditions found in Exhibit B.

STATE OF NORTH DAKOTA
Acting through its
N.D. Industrial Commission
Department of Mineral Resource
Oil & Gas Division

By: _____
Title: _____
DATE: _____

CONTRACTOR

By: _____
Title: _____
DATE: _____

**EXHIBIT A
LIST OF WELLS**

**EXHIBIT B
PLUGGING SPECIFICATIONS**

EXHIBIT C
FEDERAL STANDARD TERMS AND CONDITIONS

Federal Standard Terms and Conditions

SECTION 1 – DAVIS BACON ACT REQUIREMENTS

40 U.S.C. parts 3141–3144, 3146, 3147; 42 U.S.C. part 3212 The Davis-Bacon Act – Requires that all contractors and subcontractors performing construction, alteration and repair (including painting and decorating) work under federal or District of Columbia contracts in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location. Construction or renovation projects funded by federal funds, in whole or in part, are subject in their entirety to the Davis-Bacon Act as amended 40 U.S.C. parts 276(a) through 276(a5). Award recipients are required by law to furnish assurances to the Secretary of Labor that all laborers and mechanics employed by contractors or subcontractors on DOI-supported construction projects shall be paid wages at rates that are not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor.

40 U.S. Code Sec. 3141. Definitions

In this subchapter, the following definitions apply:

(1) Federal government.- The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²

(2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.- The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include-

(A) the basic hourly rate of pay; and

(B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of-

(i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and

(ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

40 U.S. Code Sec. 3142. Rate of wages for laborers and mechanics

(a) Application.- The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.

(b) Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

(c) Stipulations Required in Contract.- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that-

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) Discharge of Obligation.- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) Overtime Pay.- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

40 U.S. Code Sec. 3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

40 U.S. Code Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) Payment of Wages.-

(1) In general.- The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action.- If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.-

(1) In general.- The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts.- No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

40 U.S. Code Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

40 U.S. Code Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

40 U.S. Code Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

42 U.S. Code Sec. 3212. Maintenance of standards

All laborers and mechanics employed by contractors or subcontractors on projects assisted by the Secretary under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40. The Secretary shall not extend any financial assistance under this chapter for such a project without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this provision, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267), and section 3145 of title 40.

Wage determination website: <https://sam.gov/content/wage-determinations>

U.S. Department of Labor DBA/Prevailing Wage information can be found here:

<https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>

<https://www.dol.gov/agencies/whd/government-contracts/construction>

<https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>

SECTION 2 – BUILD AMERICA, BUY AMERICA ACT

Pub. L. No. 117-58, §§ 70901-52 Build America, Buy America (BABA) Act – The BABA strengthens the Buy American and Hire American Executive Order No, 13,858 2017, and requires that no later than May 14, 2022, the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Property solely on private land with no public access is not subject to Buy America. In addition, a Buy America waiver has been approved as described below:

The DOI is proposing a general applicability waiver of the Buy America Domestic Preference procurement requirements for DOI’s Federal Financial Assistance awards to provide recipients of financial assistance agreements with sufficient time to apply the Buy America preferences without having to disrupt current projects and to allow projects to continue to be executed swiftly without jeopardizing performance goals. This waiver action permits the use of non-domestic iron, steel, manufactured products, and construction materials in such projects that may otherwise be prohibited

under section 70914(a) during the specified time period, while recipients of DOI Federal financial assistance agreements work to incorporate the new Buy America requirements.

BABA information: <https://www.doi.gov/grants/buyamerica>

More BABA information: <https://www.epa.gov/ewsr/buy-america-baba#bil>

BABA Waiver website: <https://doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>

SECTION 3 – CONSTRUCTION PROJECTS REQUIREMENTS

40 U.S.C. parts 3701-3708 The Contract Work Hours and Safety Standards Act

(1)Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2)Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3)Withholding for unpaid wages and liquidated damages. The DOI or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4)Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1)through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5)The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOI and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

48 CFR 22.403-2 The Copeland (Anti-Kickback) Act (18 U.S.C.874 and 40 U.S.C.3145) - makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or

otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause (see 52.222-10) requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

SECTION 4 - ENVIRONMENTAL PROJECTS REQUIREMENTS

42 U.S.C. part 4321 The National Environmental Policy Act – NEPA establishes protection of the environment as a national priority and mandates that environmental impacts must be considered before any federal action likely to significantly affect the environment is undertaken.

42 U.S.C. part 7401 Clean Air Act, 33 U.S.C. part 1251 Clean Water Act, and Executive Order No. 11,738 Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts and financial assistance.

16 U.S.C. part 1531 The Endangered Species Act –Ensures that actions they authorize, fund, or carry out are not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat of such species. The law also prohibits any action that causes a "taking" of any listed species of endangered fish or wildlife. Likewise, import, export, interstate, and foreign commerce of listed species are all generally prohibited.

16 U.S.C. part 1271 The Wild and Scenic Rivers Act–Applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

42 U.S.C. part 300f The Safe Drinking Water Act of 1974–Precludes Federal assistance for any project that the United States Environmental Protection Agency (US EPA) determines may contaminate a sole source aquifer so as to threaten public health.

42 U.S.C. part 9601 The Comprehensive Environmental Response, Compensation, and Liability Act–These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

Executive Order No. 13,658, 2014 Establishing a Minimum Wage for Contractors –Establishes a minimum wage requirement for Federal contractors and subcontractors. The Order provides agencies shall, to the extent permitted by law, ensure that new covered contracts, contract-like instruments, and solicitations include a clause, which the contractor and any subcontractors shall incorporate into lower-tier subcontracts, specifying, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. part 214(c), in the performance of the contract or any subcontract.

SECTION 5 - OTHER STATUTE AND REGULATION REQUIREMENTS

2 C.F.R. part 1401 Requirements for Drug-Free Workplace – Under the Drug-Free Workplace Act of 1988, 41 U.S.C. parts 701-707 a drug-free workplace policy is required for any organizations receiving a federal financial assistance award of any size. At a minimum, such organizations must:

(1) Prepare and distribute a formal drug-free workplace policy statement. (2) Establish a drug-free awareness program. (3) Ensure that all employees working on the federal contract understand their personal reporting obligations. (4) Take direct action against an employee convicted of a work place drug violation. (5) Maintain an ongoing good faith effort to meet all the requirements of the Drug-free

Workplace Act throughout the life of the award. This rule does not apply to foreign public entities or foreign organizations.

43 C.F.R. part 18 New Restrictions on Lobbying – The Authorized Representative's signature on the application submitted to the DOI bureau or offices certifies to the statements in 43 C.F.R. part 18, Appendix A Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award, and require disclosure of the use of non-Federal funds for lobbying (31 U.S.C. part 1352). Any recipient (See Definition in 43 C.F.R. part 18.105(o)) that requests or receives (31 U.S.C. part 1352(2)(b)) more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, “Disclosure of Lobbying Activities,” regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Recipient includes all contractors and subgrantees at any tier of the recipient of funds received in connection with a Federal grant, loan, or cooperative agreement. These restrictions do not apply to an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Please visit 43 C.F.R. part 18.110 Certification and Disclosure Requirements for more information.

41 U.S.C. part 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection – Applies to all awards over the simplified acquisition threshold (currently \$250,000).

41 U.S.C. part 6306 Prohibition on Members of Congress Making Contracts with Federal Government – No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public’s general benefit.

42 U.S.C. part 2000(d) Title VI of the Civil Rights Act of 1964, and the DOI implementing regulations published at 43 C.F.R. part 17 and Special Regulations at 43 C.F.R. part 4.800 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.

20 U.S.C. part 1681 Title IX of the Education Amendments of 1972, and DOI implementing regulations published at 43 C.F.R. part 41.100 prohibiting discrimination on the basis of sex in Federally assisted education programs or activities.

42 U.S.C. part 12101 The Americans with Disabilities Act of 1990 – Prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. part 794, and the DOI implementing regulations published at 43 C.F.R. part 17 subpart B prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal financial assistance.

41 C.F.R. parts 101-19.6 Accessibility Standards – For purposes of complying with the standards set forth in non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) 28 C.F.R. part 35; and Title III of the ADA 28 C.F.R. part 36. The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design,” which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.

42 U.S.C part 6101 The Age Discrimination Act of 1975, and DOI implementing regulations published at 43 C.F.R. parts 17.300-17.339 unless an exception applies in 43 C.F.R. part 17.302, the rule prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

42 U.S.C. part 2000(e) Title VII of the Civil Rights Act of 1964 – Generally prohibits employers from discriminating against employees on the basis of religion. Title VII prohibits discriminatory treatment of employees on the basis of their religious beliefs and requires employers to make reasonable accommodations for employees’ religious practices. Religious organizations, however, may be exempt from some of the prohibitions of Title VII.

Executive Order No. 11,988, 1977 Floodplain Management and **Executive Order No. 11,990, 1977 Protection of Wetlands** – Non-Federal entities must identify proposed actions in federally defined floodplains and wetlands to enable DOI to make a determination whether there is an alternative to minimize any potential harm.

Executive Order No. 11,246, 1965 Equal Employment Opportunity – Requires federally assisted construction contracts to include the nondiscrimination provisions of parts 202 and 203 of Executive Order No. 11,246 and Department of Labor regulations implementing at **41 C.F.R. part 60-1.4(b)**.

Links for Additional Information on Federal Requirements/ Standard Terms and Conditions

DOI Federal Standard Award Terms and Conditions:

<https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf>

INVITATION TO BID

The State of North Dakota, acting through the North Dakota Industrial Commission, Oil & Gas Division, invites you to submit a bid for the plugging of the following wells:

Plugging Package 3

See Attached list

To be considered, the bid must be on the form provided by the Industrial Commission, which must be fully completed in accordance with the accompanying "INSTRUCTIONS TO BIDDERS," and must be received in the Bismarck office of the Industrial Commission, Oil & Gas Division, no later than **3:00 p.m. November 22, 2022**. The Commission may reject any and all bids.

For additional information or blank bid forms, please go to the North Dakota Industrial Commission, Oil & Gas Division home page, <https://www.dmr.nd.gov/oilgas/> or contact Cody VanderBusch at (701)-328-8020.

INSTRUCTIONS TO BIDDERS

1. Form of Bids. Bids must be submitted on the attached bid form. Provide an attachment listing each wells cost + downhole salvage value and then net total. The net total should be included on the bid form. The bonds will be based on the highest cost well.
2. Submission of Bids. Bids must be enclosed in a sealed envelope, and the outside of the envelope must have the following on it:

Bid of: (Name of Contractor & Business Address)
N.D. Contractor's License No: (No. and Class of License)
Date License was Issued or Renewed: _____

Bid Package Name and Number: _____

ATTN: Mr. Cody VanderBusch
SEALED BID DO NOT OPEN

NDIC Oil & Gas Division
1016 E. Calgary Ave
Bismarck, N.D. 58503-5512
3. Examination of Site. Prospective bidders may make a visual inspection of the well and well site to ascertain the nature and location of the work and the conditions which can affect the work and its cost. The Commission is not bound by any oral statement concerning the condition of the well or well site made by its staff or agents prior to the execution of the equipment removal contract. **Note.** If no access is visible, please contact landowner before entering.
4. Bidder Qualifications. No contract will be awarded unless: (a.) the bidder holds a current contractor's license in the class within which the value of the project falls issued at least ten days prior to the date set for receiving bids, and the bid envelope contains a copy of the license or a certificate of its renewal issued by the secretary of state (N.D.C.C. §43-07-12); and (b.) the bidder files along with its bid or after being notified that it is the successful bidder, a certificate from the ND State Tax Commissioner that bidder has paid all delinquent income, sales, and use taxes, if any (N.D.C.C. § 43- 07-11.1).
5. Bid Deadline. All bids are due in the office of the Industrial Commission, Oil and Gas Division, by **3:00 p.m. November 22, 2022.** The office is at **1016 E. Calgary Ave., Bismarck, ND.** Bids received after this deadline will not be considered.
6. Review of Bids. The public opening of the bids will be held at **3:00 p.m. November 22, 2022** at the **Industrial Commission, Oil and Gas Division, 1016 E. Calgary Ave., Bismarck, ND.**
7. Withdrawal of Bids. Bids may be withdrawn by bidder's written request received prior to the time set in paragraph 5.

8. Rejection of Bids. The Commission may reject any and all bids and may waive any technical or formal defect in a bid.
9. Notification of Award. The successful bidder, if any, will be notified of the award of the work within thirty days after the bid opening.
10. Contract. The bidder whose bid is accepted must enter into a written contract with the Commission within ten days after the award is made. The contract contains, among other things, provisions requiring the contractor to acquire insurance and provide bonds in the amount of the bid.
11. Timeline. Work can't start before **January 2, 2023** and must be completed by **September 30, 2023 and invoices received by December 1, 2023.**
12. Cancellation of Award. The Commission may cancel the award of any contract at any time before execution of the contract by all parties without any liability to the Commission.
13. Title to Material and Objects on Site. The Commission has title to all confiscated equipment on the well site. Any person who removes confiscated equipment or fluids from a well or well site without permission is subject to a civil penalty, up to \$12,500 per day, to be imposed by the Commission. Any person who willfully violates this section could be guilty of a Class C Felony.
14. Bidders shall follow all federal requirements including but not limited to Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (see **Attachment A**).
15. Changes in Bid Specifications. The Commission may, during the bidding period, advise bidders of alterations to any part of the bid. All such changes are included in the work covered by the bid and are a part of the specifications.
16. Approved Procedures. Bidders must bid on the approved procedures. Cost for the required report submittals and photos shall be included in the bid.
17. Other Changes. Any changes to procedures **MUST** be approved by Commission staff. **Unapproved changes will not be reimbursed.**
18. Overtures. Only overtures that are required by the Commission shall be paid, all other costs shall be included within the bid cost. Hidden costs or undisclosed costs will not be reimbursed.
19. Completed Work. Bidders must complete the work in a timely manner to Commission requirements.

20. Well List. The Commission may at any time add or remove wells from the package due to reasons deemed appropriate by the Commission.
21. Note. Bidders must ensure they meet and follow all bidder instructions and requirements as indicated in the bidding package.

Additional information - IOGCC report on the issue of idle and orphan oil and gas wells can be found at:

https://iogcc.ok.gov/sites/g/files/gmc836/f/documents/2022/iogcc_idle_and_orphan_wells_2021_final_web_0.pdf

ATTACHMENT A
Federal Standard Terms and Conditions

SECTION 1 – DAVIS BACON ACT REQUIREMENTS

40 U.S.C. parts 3141–3144, 3146, 3147; 42 U.S.C. part 3212 The Davis-Bacon Act – Requires that all contractors and subcontractors performing construction, alteration and repair (including painting and decorating) work under federal or District of Columbia contracts in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location. Construction or renovation projects funded by federal funds, in whole or in part, are subject in their entirety to the Davis-Bacon Act as amended 40 U.S.C. parts 276(a) through 276(a5). Award recipients are required by law to furnish assurances to the Secretary of Labor that all laborers and mechanics employed by contractors or subcontractors on DOI-supported construction projects shall be paid wages at rates that are not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor.

40 U.S. Code Sec. 3141. Definitions

In this subchapter, the following definitions apply:

- (1) Federal government.- The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²*
- (2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.- The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include-*
 - (A) the basic hourly rate of pay; and*
 - (B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the forgoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of-*
 - (i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and*
 - (ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.*

40 U.S. Code Sec. 3142. Rate of wages for laborers and mechanics

- (a) Application.- The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.*
- (b) Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.*
- (c) Stipulations Required in Contract.- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that-*
 - (1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;*
 - (2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and*
 - (3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor*

on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) *Discharge of Obligation.*- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) *Overtime Pay.*- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

40 U.S. Code Sec. 3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

40 U.S. Code Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) *Payment of Wages.*-

(1) *In general.*- The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) *Right of action.*- If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) *List of Contractors Violating Contracts.*-

(1) *In general.*- The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) *Restriction on awarding contracts.*- No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

40 U.S. Code Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

40 U.S. Code Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

40 U.S. Code Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

42 U.S. Code Sec. 3212. Maintenance of standards

All laborers and mechanics employed by contractors or subcontractors on projects assisted by the Secretary under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40. The Secretary shall not extend any financial assistance under this chapter for such a project without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this provision, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267), and section 3145 of title 40.

Wage determination website: <https://sam.gov/content/wage-determinations>

U.S. Department of Labor DBA/Prevailing Wage information can be found here:

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<https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>

SECTION 2 – BUILD AMERICA, BUY AMERICA ACT

Pub. L. No. 117-58, §§ 70901-52 Build America, Buy America (BABA) Act – The BABA strengthens the Buy American and Hire American Executive Order No, 13,858 2017, and requires that no later than May 14, 2022, the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Property solely on private land with no public access is not subject to Buy America. In addition, a Buy America waiver has been approved as described below:

The DOI is proposing a general applicability waiver of the Buy America Domestic Preference procurement requirements for DOI’s Federal Financial Assistance awards to provide recipients of financial assistance agreements with sufficient time to apply the Buy America preferences without having to disrupt current projects and to allow projects to continue to be executed swiftly without jeopardizing performance goals. This waiver action permits the use of non-domestic iron, steel, manufactured products, and construction materials in such projects that may otherwise be prohibited under section 70914(a) during the specified time period, while recipients of DOI Federal financial assistance agreements work to incorporate the new Buy America requirements.

BABA information: <https://www.doi.gov/grants/buyamerica>

More BABA information: <https://www.epa.gov/cwsrf/build-america-buy-america-baba#bil>

BABA Waiver website: <https://doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>

SECTION 3 – CONSTRUCTION PROJECTS REQUIREMENTS

40 U.S.C. parts 3701-3708 The Contract Work Hours and Safety Standards Act

(1)Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The DOI or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOI and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

48 CFR 22.403-2 The Copeland (Anti-Kickback) Act (18 U.S.C.874 and 40 U.S.C.3145) - makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause (see 52.222-10) requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

SECTION 4 - ENVIRONMENTAL PROJECTS REQUIREMENTS

42 U.S.C. part 4321 The National Environmental Policy Act – NEPA establishes protection of the environment as a national priority and mandates that environmental impacts must be considered before any federal action likely to significantly affect the environment is undertaken.

42 U.S.C. part 7401 Clean Air Act, 33 U.S.C. part 1251 Clean Water Act, and Executive Order No. 11,738 Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts and financial assistance.

16 U.S.C. part 1531 The Endangered Species Act – Ensures that actions they authorize, fund, or carry out are not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat of such species. The law also prohibits any action that causes a "taking" of any listed species of endangered fish or wildlife. Likewise, import, export, interstate, and foreign commerce of listed species are all generally prohibited.

16 U.S.C. part 1271 The Wild and Scenic Rivers Act–Applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

42 U.S.C. part 300f The Safe Drinking Water Act of 1974–Precludes Federal assistance for any project that the United States Environmental Protection Agency (US EPA) determines may contaminate a sole source aquifer so as to threaten public health.

42 U.S.C. part 9601 The Comprehensive Environmental Response, Compensation, and Liability Act–These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

Executive Order No. 13,658, 2014 Establishing a Minimum Wage for Contractors –Establishes a minimum wage requirement for Federal contractors and subcontractors. The Order provides agencies shall, to the extent permitted by law, ensure that new covered contracts, contract-like instruments, and solicitations include a clause, which the contractor and any subcontractors shall incorporate into lower-tier subcontracts, specifying, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. part 214(c), in the performance of the contract or any subcontract.

SECTION 5 - OTHER STATUTE AND REGULATION REQUIREMENTS

2 C.F.R. part 1401 Requirements for Drug-Free Workplace – Under the Drug-Free Workplace Act of 1988, 41 U.S.C. parts 701-707 a drug-free workplace policy is required for any organizations receiving a federal financial assistance award of any size. At a minimum, such organizations must:

(1) Prepare and distribute a formal drug-free workplace policy statement. (2) Establish a drug-free awareness program. (3) Ensure that all employees working on the federal contract understand their personal reporting obligations. (4) Take direct action against an employee convicted of a work place drug violation. (5) Maintain an ongoing good faith effort to meet all the requirements of the Drug-free Workplace Act throughout the life of the award. This rule does not apply to foreign public entities or foreign organizations.

43 C.F.R. part 18 New Restrictions on Lobbying – The Authorized Representative's signature on the application submitted to the DOI bureau or offices certifies to the statements in 43 C.F.R. part 18, Appendix A Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award, and require disclosure of the use of non-Federal funds for lobbying (31 U.S.C. part 1352). Any recipient (See Definition in 43 C.F.R. part 18.105(o)) that requests or receives (31 U.S.C. part 1352(2)(b)) more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, “Disclosure of Lobbying Activities,” regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Recipient includes all contractors and subgrantees at any tier of the recipient of funds received in connection with a Federal grant, loan, or cooperative agreement. These restrictions do not apply to an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Please visit 43 C.F.R. part 18.110 Certification and Disclosure Requirements for more information.

41 U.S.C. part 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection – Applies to all awards over the simplified acquisition threshold (currently \$250,000).

41 U.S.C. part 6306 Prohibition on Members of Congress Making Contracts with Federal Government – No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public’s general benefit.

42 U.S.C. part 2000(d) Title VI of the Civil Rights Act of 1964, and the DOI implementing regulations published at 43 C.F.R. part 17 and Special Regulations at 43 C.F.R. part 4.800 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.

20 U.S.C. part 1681 Title IX of the Education Amendments of 1972, and DOI implementing regulations published at 43 C.F.R. part 41.100 prohibiting discrimination on the basis of sex in Federally assisted education programs or activities.

42 U.S.C. part 12101 The Americans with Disabilities Act of 1990 – Prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. part 794, and the DOI implementing regulations published at 43 C.F.R. part 17 subpart B prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal financial assistance.

41 C.F.R. parts 101-19.6 Accessibility Standards – For purposes of complying with the standards set forth in non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) 28 C.F.R. part 35; and Title III of the ADA 28 C.F.R. part 36. The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design,” which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.

42 U.S.C part 6101 The Age Discrimination Act of 1975, and DOI implementing regulations published at 43 C.F.R. parts 17.300-17.339 unless an exception applies in 43 C.F.R. part 17.302, the rule prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

42 U.S.C. part 2000(e) Title VII of the Civil Rights Act of 1964 – Generally prohibits employers from discriminating against employees on the basis of religion. Title VII prohibits discriminatory treatment of employees on the basis of their religious beliefs and requires employers to make reasonable accommodations for employees’ religious practices. Religious organizations, however, may be exempt from some of the prohibitions of Title VII.

Executive Order No. 11,988, 1977 Floodplain Management and **Executive Order No. 11,990, 1977 Protection of Wetlands** – Non-Federal entities must identify proposed actions in federally defined floodplains and wetlands to enable DOI to make a determination whether there is an alternative to minimize any potential harm.

Executive Order No. 11,246, 1965 Equal Employment Opportunity – Requires federally assisted construction contracts to include the nondiscrimination provisions of parts 202 and 203 of Executive Order No. 11,246 and Department of Labor regulations implementing at 41 C.F.R. part 60-1.4(b).

Links for Additional Information on Federal Requirements/ Standard Terms and Conditions

DOI Federal Standard Award Terms and Conditions: <https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf>

ATTACHMENT B

Package 3 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
14797	RICE-STATE 2H	AB	BOTTINE AU	35-162-79	SENW	Renville	48.7761075	-101.3155634
15510	ASHEIM 1	AB	BOTTINE AU	35-162-79	SESE	Renville	48.77621326	-101.3348547
16067	RICE 7	AB	BOTTINE AU	35-162-79	NWNW	Renville	48.77263884	-101.3245431
17736	HELLER 6-31	AB	BOTTINE AU	1-161-79	SWNW	Renville	48.81600756	-101.3579419
18452	GLESSING 7-16	AB	BOTTINE AU	35-162-79	NENW	Renville	48.77916254	-101.3459956
19027	ERICKSON ET AL 1B	AB	BOTTINE AU	6-160-82	NESW	Renville	48.82155199	-101.3538187
19028	ERICKSON ET AL 3B	AB	BOTTINE AU	6-160-82	NWSW	Renville	48.82155536	-101.3527803
19143	ERICKSON ET AL 2B	AB	BOTTINE AU	6-160-82	NWNE	Renville	48.82155368	-101.3532995
19236	ASHEIM 2	AB	BOTTINE AU	22-162-79	SENE	Renville	48.77657243	-101.3332988
19315	RICE 11	AB	BOTTINE AU	3-162-79	SENE	Renville	48.77849576	-101.3209506
20775	RIISE 12	AB	BOTTINE AU	3-162-79	NESE	Renville	48.77216773	-101.3288557
20776	RICE 13	AB	BOTTINE AU	2-162-79	SWSW	Renville	48.78289927	-101.3138145
20963	RIISE 4X	AB	BOTTINE AU	8-160-78	NENW	Renville	48.77132639	-101.3203541

ATTACHMENT C
Pugging Procedures

PLUGGING SPECIFICATIONS

SUBJECT WELL

Rice-State #2H
Well File # 14797
16-161-82 NE NW
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

9 5/8" surface casing @ 402'
7" production casing @ 4598'
CIBP @ 2760', 5 sx cement on top. Packer, Arrowset 1X @ 2567'. 2 7/8" Sealtite.
Pierre Top @ 520'
Mowry Top @ 2352'
Has CBL and TOC- 1000', w/ some ratty above that.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release TAC and pull tubing.
 7. TIH with bit & scraper for 7" casing to 2410'. TOH with bit & scraper.
 8. TIH, Set CICR @ 2402'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. Squeeze 90 sx in, dump 20 sx on top. If it pressures up, dump 50 sx on top of CICR. TOH.
 12. Pierre top @ 520'. SC @ 402'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 13. Set CIBP @ 620' if casing test failed. Perf @ 570'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface. NOTE-Larger casing.
 14. If circulation is not achieved, set CICR @ 520'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 15. Perf @ 90'. Circulate good cement to surface.
 16. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 17. Dig up and pull out dead men.
 18. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Asheim #1
Well File# 15510
NE NW 17-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 583'
5.5" production casing @ 4354'
KOP- 4000'
Packer- AD -1 at 4053'. Duraseal coated 2 7/8"
Pierre Top @ 520'
Mowry Top @ 2385'
Has CBL and TOC- 1664', but fairly open from 2425-2300'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to 4050'. TOH with bit & scraper.
8. Set CIBP @ 4000' (KOP).
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Has CBL. Has poorer cement at Mowry, so try squeeze.
12. RU cement equipment.. Mix 35 sx Class G. Balance 35 sx on top of CIB. TOH with work string.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2385'. TOC 1664'.
15. Mowry top @ 2385'. Set CIBP @ 2485' if casing test failed. Perf at 2420'. CICR at 2320'. Attempt to squeeze 100 sx (90 sx in, 10 sx on top). If tight, dump 35 sx on top of CICR. TOH.
16. Pierre top @ 520'. SC @ 583'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 663' if casing test failed. Perf @ 613'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 583'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
21. Dig up and pull out dead men.
22. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Rice #7
Well File# 16067
SE NE 7-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 565'
5.5" production casing @ 4322'
Gross Perfs- 4102-6285
KOP- 4060'. CIBP @ 4075', w/ 5 sx cement on top.
Pierre Top @ 423'
Mowry Top @ 2378'
Has CBL and TOC- 1720'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 4075' plus cement, tag. TOH with bit & scraper.
 8. TIH.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 1720'.
 12. Balance 30 sx on top of tagged cement. TOH.
 13. Mowry top @ 2378'. TOC 1720'. CIBP , if needed, at 2428'. Balance 35 sx at 2428'.
 14. Pierre top @ 423'. SC @ 565'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 665' if casing test failed. Perf @ 615'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 565'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be

plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Heller #6-31
Well File# 17736
SE NW 31-162-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 786'
5.5" production casing @ 4400'
Gross Perfs- 4102-6004'.
KOP- 4000'.
Pierre Top @ 438'
Mowry Top @ 2359'
Has CBL and TOC- 1977'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 4005'. TOH with bit & scraper.
 8. TIH, set CIBP @4000'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 1977'.
 12. Balance 35 sx on top of CIBP. TOH.
 13. Mowry top @ 2359'. TOC 1977'. CIBP , if needed, at 2409'. Balance 35 sx at 2409'.
 14. Pierre top @ 438'. SC @ 786'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 886' if casing test failed. Perf @ 836'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 786'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be

examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Glessing #7-16
Well File# 18452
SE SE 7-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 540'
5.5" production casing @ 4078'
KOP- 4033'
AD-1 Packer at 3985', tension. Duraseal 2 7/8".
Pierre Top @ 520'
Mowry Top @ 2388'
Has CBL and TOC- 1756'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to 4035'. TOH with bit & scraper.
8. TIH, set CIBP at 4033'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Has CBL. Has TOC about 1756.
12. RU cement equipment.. Mix 35 sx Class G. Balance 35 sx on top of CIB. TOH with work string.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2388'. TOC 1756'.
15. Mowry top @ 2388'. Set CIBP @ 2438' if casing test failed. Balance 35 sx at 2438'. TOH.
16. Pierre top @ 520'. SC @ 540'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 640' if casing test failed. Perf @ 590'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 540'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
21. Dig up and pull out dead men.
22. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Erickson et al #1B
Well File# 19027
SW SE 30-162-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 800'
5.5" production casing @ 4054'
Gross Perfs- 4054-6423'.
KOP- 3762'.
Pierre Top @ 438'
Mowry Top @ 2348'
Has CBL and TOC- 2094'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 3765'. TOH with bit & scraper.
 8. TIH, set CIBP @3762'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 2094'.
 12. Balance 35 sx on top of CIBP. TOH.
 13. Mowry top @ 2348'. TOC 2094'. Set CIBP, if needed, at 2398'. Balance 35 sx at 2398'.
 14. Pierre top @ 438'. SC @ 800'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 900' if casing test failed. Perf @ 850'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 800'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be

examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Erickson et al #3B
Well File# 19028
SW SE 30-162-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 800'
5.5" production casing @ 4050'
Gross Perfs- 4050-6603'.
KOP- 3984'.
Pierre Top @ 438'
Mowry Top @ 2354'
Has CBL and TOC- 1941'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 3990'. TOH with bit & scraper.
 8. TIH, set CIBP @3984'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 1941'.
 12. Balance 35 sx on top of CIBP. TOH.
 13. Mowry top @ 2354'. TOC 1941'. Set CIBP, if needed, at 2404'. Balance 35 sx at 2404'.
 14. Pierre top @ 438'. SC @ 800'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 900' if casing test failed. Perf @ 850'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 800'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be

examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Erickson et al #2B
Well File# 19143
SW SE 30-162-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 825'
5.5" production casing @ 4063'
Gross Perfs- 4075-6439'.
KOP- 4078'.
Pierre Top @ 428'
Mowry Top @ 2351'
Has CBL and TOC- 2354'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 4060'. TOH with bit & scraper.
 8. TIH, set CIBP @ 4055'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 2354'.
 12. Balance 35 sx on top of CIBP. TOH.
 13. Mowry top @ 2351'. TOC 2354'. Set CIBP, if needed, at 2401'. TOH. Perf at 2350'. Set CICR at 2250'. Squeeze 100 sx (90 sx in, 10 sx on top). TOH.
 14. Pierre top @ 428'. SC @ 825'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 925' if casing test failed. Perf @ 875'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 825'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be

examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Asheim #2
Well File# 19236
NE NW 17-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 533'
5.5" production casing @ 4080'
Gross Perfs- 4080-7123'.
KOP- 3765'.
Pierre Top @ 520'
Mowry Top @ 2372'
Has CBL and TOC- 1668'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 3770'. TOH with bit & scraper.
 8. TIH, set CIBP @ 3765'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 1668'.
 12. Balance 35 sx on top of CIBP. TOH.
 13. Mowry top @ 2372'. TOC 1668'. Set CIBP, if needed, at 2422'. Balance 35 sx at 2422'. TOH.
 14. Pierre top @ 520'. SC @ 533'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 620' if casing test failed. Perf @ 570'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 520'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be

examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Rice #11
Well File# 19315
SW SW 9-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 540'
5.5" production casing @ 4109'
Gross Perfs- 4109-6533.
KOP- 4066'.
Pierre Top @ 515'
Mowry Top @ 2356'
Has CBL and TOC- 2023'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 4070'. TOH with bit & scraper.
 8. TIH, set CIBP @4066'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 2023'.
 12. Balance 35 sx on top of CIBP. TOH.
 13. Mowry top @ 2356'. TOC 2023'. CIBP , if needed, at 2406'. Balance 35 sx at 2406'.
 14. Pierre top @ 515'. SC @ 540'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 640' if casing test failed. Perf @ 590'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 540'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be

examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Rise #12
Well File# 20775
SW NE 17-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 559'
5.5" production casing @ 4410'
Gross Perfs- 4251-4255'.
AD-1 packer set @ 4227. 2 3/8" Duraseal tubing.
Pierre Top @ 515'
Mowry Top @ 2372'
Has CBL and TOC- 2186'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 4251'. TOH with bit & scraper.
 8. TIH, set CICR at 4201'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 2186'.
 12. Squeeze 100 sx (90 sx in, 10 sx on top) in CICR at 4201'. TOH.
 13. Mowry top @ 2372'. TOC 2186'. CIBP , if needed, at 2422'. Balance 35 sx at 2422'.
 14. Pierre top @ 515'. SC @ 559'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 659' if casing test failed. Perf @ 609'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 559'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be

examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Rice #13
Well File# 20776
NE SW 9-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 550'
5.5" production casing @ 4385'
Gross Perfs- 4242-4246'.
AD-1 packer set @ 4175'. 2 3/8" Duraseal tubing.
Pierre Top @ 500'
Mowry Top @ 2330'
Has CBL and TOC- 2238'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 4242'. TOH with bit & scraper.
 8. TIH, set CICR at 4192'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 2238'.
 12. Squeeze 100 sx (90 sx in, 10 sx on top) in CICR at 4192'. If tight, may sting out and balance 35 sx on top. TOH.
 13. Mowry top @ 2330'. TOC 2238'. CIBP , if needed, at 2450'. Balance 35 sx at 2450'.
 14. Pierre top @ 500'. SC @ 550'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 650' if casing test failed. Perf @ 600'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 550'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be

plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Riise #4X
Well File# 20963
SW NW 16-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 584'
5.5" production casing @ 4405'
Gross Perfs- 4238-4244'.
AD-1 packer set @ 4164'. 2 3/8" tubing.
Pierre Top @ 424'
Mowry Top @ 2352'
Has CBL and TOC- 2767'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 4238'. TOH with bit & scraper.
 8. TIH, set CICR at 4188'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 2767'.
 12. Squeeze 100 sx (90 sx in, 10 sx on top) in CICR at 4188'. If tight, may sting out and balance 35 sx on top. TOH.
 13. Mowry top @ 2352'. TOC 2767'. CIBP , if needed, at 2452'. Perf at 2402', set CICR at 2252'. Squeeze 90 sx in, dump 10 sx on top. If tight, balance 35 sx on top of CICR. TOH.
 14. Pierre top @ 424'. SC @ 584'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 685' if casing test failed. Perf @ 634'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 584'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the

Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

BID

Bid for plugging of the following well sites:

See attached list of wells

Being fully familiar with the local conditions affecting the performance of the contract and having carefully examined the INVITATION TO BID, INSTRUCTIONS TO BIDDERS, PLUGGING SPECIFICATIONS, PLUGGING CONTRACT, LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND bidder proposes and agrees to do all work called for in the specifications and contract and to furnish the services, equipment, and labor necessary for the full completion of the work for the lump sum price of _____ dollars (\$).

Contractor hereby agrees that it shall comply with all Federal requirements including Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (as noted in **Attachment A** of Bid Notification).

If the bidder's bid is accepted, the Industrial Commission will inform the bidder in writing within thirty days after the bid opening. Within ten days after receipt of such a notice, bidder will appear in the office of the North Dakota Industrial Commission, Oil and Gas Division, and execute the Plugging Contract. Bidder agrees that if bidder fails to enter into a contract, bidder is liable to the Commission for all expenses incurred by and damages suffered by the Commission as a result of the failure.

Dated this _____ day of _____ 2022.

Name of Bidder

Signature

Business Address

Business Telephone Number

Email

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
 _____ (Principal), and _____
 _____, a corporation licensed to do business as a surety under the laws of the
 State of North Dakota, (Surety), are held and firmly bound unto the State of North Dakota in the full and just
 sum of _____ **AND NO/100 DOLLARS (\$.00)**, to be paid to the State of North
 Dakota or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and
 assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of North Dakota, acting by and through
 the North Dakota Industrial Commission, dated _____ for plugging of the following
 wells:

See Bid Notification, Attachment B

WHEREAS, it is one of the conditions of the award of the contract pursuant to statutes that this bond be
 executed.

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall duly and promptly
 pay all laborers, mechanics, subcontractors and material men who perform work or furnish material under the
 contract and all persons who shall supply the Principal or the subcontractor with materials, services, bonds and
 insurance for the carrying on of the work, then this obligation shall be void; otherwise it shall remain in full force
 and effect.

The Surety hereby waives notice of any extension of time and any alterations made in the terms of the
 contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract
 sum by more than 10%.

<p>FOR STATE USE ONLY:</p> <p>Surety is licensed in ND: _____</p> <p>Date verified: _____</p> <p>Verified by: _____</p>	<p>Contractor: _____</p> <hr/> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">Date</p> <hr/> <p>Surety: _____</p> <hr/> <p style="text-align: center;">Date</p> <hr/> <p>By: _____</p> <p style="text-align: center;">Attorney-in-fact (Seal and Signature)</p> <hr/> <p style="text-align: center;">Agency</p> <hr/> <p style="text-align: center;">Address</p>
--------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____

(Principal), and _____
_____, a corporation licensed to do business as a surety under the laws of the State of North Dakota,
(Surety), are held and firmly bound unto the State of North Dakota in the full and just sum of
_____ **AND NO /100 DOLLARS (\$.00)**, to be paid to the State
of North Dakota or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors
and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of North Dakota, acting by and through
the North Dakota Industrial Commission, dated _____ for plugging of the following
wells:

See Bid Notification, Attachment B

WHEREAS, it is one of the conditions of the award of the contract pursuant to statutes that this bond be
executed.

NOW THEREFORE, the conditions of this obligation are such that if the above Principal shall promptly
and faithfully perform all of the provisions of the contract, and all obligations thereunder including the
specifications, and any alterations provided for, and shall in a manner satisfactory to the State of North Dakota,
complete the work contracted for including any alterations, and shall hold harmless the State of North Dakota
from any expense incurred through the failure of the Principal to complete the work as specified, then this
obligation shall be void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the
contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract
sum by more than 10%.

FOR STATE USE ONLY:	Contractor: _____
	Signature _____
	Date _____
	Surety: _____
	Date _____
Surety is licensed in ND: _____	By: _____
Date verified: _____	Attorney-in-fact (Seal and Signature) _____
Verified by: _____	Agency _____
	Address _____

WELL PLUGGING CONTRACT

The parties to this contract are the State of North Dakota, acting through the North Dakota Industrial Commission, Department of Mineral Resources, Oil and Gas Division, (COMMISSION) and [contractor's legal name and address] (CONTRACTOR);

I SCOPE OF SERVICES

CONTRACTOR, in exchange for the compensation paid by COMMISSION, shall provide all materials and labor necessary for and shall perform the work described in the Plugging Specifications, attached hereto as Exhibit A and incorporated into this contract, for the following wells:

See attached list of wells.

II TIME FOR COMPLETION

CONTRACTOR shall complete the work under this contract must be completed by **September 1, 2023** and all invoices must be received by **December 1, 2023**. There is an urgency by the Commission to get the work done in a timely and effective manner.

III COMPENSATION

COMMISSION will pay the CONTRACTOR for the services provided under this contract an amount not to exceed _____ Dollars (\$_____.00), to be paid within thirty days after COMMISSION has accepted the work. If COMMISSION determines, in its sole discretion, that the well cannot be removed according to the Plugging Specifications attached hereto as Exhibit A, COMMISSION may modify the Plugging Specifications to ensure the well site is properly reclaimed by CONTRACTOR. If such modifications result in increased material and labor costs, CONTRACTOR's compensation will be increased by an amount equal to the usual and customary charges as determined by COMMISSION, for the additional material and labor. In the case where such modifications result in decreased material and labor costs, CONTRACTOR's compensation will be decreased by an amount based on the usual and customary changes relative to the material and labor expenses, as determined by COMMISSION.

IV CONTRACT DOCUMENTS

The contract documents that accompany this contract are the Invitation to Bid, Instructions to Bidder, Bid Form, Plugging Specifications and Contractor's Performance Bond and Labor and Materials Payment Bond and are incorporated as part of the contract. In the event of any inconsistency or conflict among the documents making up this contract, the terms of the contract shall control.

V LIABILITY AND INDEMNITY

CONTRACTOR agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of CONTRACTOR or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this contract, except claims based upon the State's sole negligence or intentional misconduct. The legal defense provided by CONTRACTOR to the State under this

provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. CONTRACTOR also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

VI INSURANCE

CONTRACTOR shall secure and keep in force during the term of this agreement and CONTRACTOR shall require all subcontractors, prior to commencement of an agreement between CONTRACTOR and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools, or government self-retention funds authorized to do business in North Dakota, the following insurance coverage:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Contractor's Pollution Liability coverage for Personal Injury, Property Damage and Cleanup Cost arising from pollution conditions caused by the operations of the Contractor for limits of \$1,000,000. Occurrence coverage is preferred but coverage may be provided on a claims-made form that includes a three-year tail coverage endorsement. Coverage shall include contractual liability coverage for claims arising out of liability of subcontractors, loading and unloading, unlimited complete operations, and non-owned disposal site coverage.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of CONTRACTOR. The amount of any deductible or self-retention is subject to approval by COMMISSION;
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the COMMISSION. The policies shall be in form and terms approved by COMMISSION.
- 3) COMMISSION will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by CONTRACTOR in excess of the minimum requirements set forth above. The duty to indemnify COMMISSION under this agreement shall not be

limited by the insurance required by this agreement.

- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights, and coverage of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) A “Waiver of Subrogation” waiving any right to recovery the insurance company may have against the State;
 - b) A provision that CONTRACTOR’s insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance, or self-retention maintained by the State and that any insurance, self-insurance, or self-retention maintained by the State shall be in excess of the CONTRACTOR’s insurance and shall not contribute with it;
 - c) Cross liability/severability of interest for all policies and endorsements;
 - d) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary; and
 - e) The insolvency or bankruptcy of the insured CONTRACTOR shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured CONTRACTOR from meeting the retention limit under the policy.
- 6) CONTRACTOR shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this contract is a material breach of contract entitling COMMISSION to terminate this contract immediately.
- 8) CONTRACTOR shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. Contractor shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.

VII MERGER AND MODIFICATION

This contract, including the incorporated documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified with in this contract. This contract may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

VIII
ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty under this contract without COMMISSION's written consent, provided, however, that CONTRACTOR may enter into subcontracts provided that any subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR has no authority to contract for or incur obligations on behalf of STATE.

IX
ATTORNEYS' FEES

In the event a lawsuit is brought by COMMISSION to obtain performance due under this contract, and COMMISSION is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay COMMISSION's reasonable attorney fees and costs in connection to the lawsuit.

X
APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be adjudicated in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

XI
INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a COMMISSION employee for any purpose, including application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this contract shall be construed to represent the creation of an employer/employee relationship. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this contract, except to the extent specified in this contract.

XII
NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable federal and state laws, rules, and policies, including but not limited to, those relating to nondiscrimination, accessibility, and civil rights (*See* N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women).

CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums.

CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

CONTRACTOR's failure to comply with this section may be deemed a material breach by CONTRACTOR entitling the COMMISSION to terminate in accordance with the Termination for Cause section of this Contract.

XIII SEVERABILITY

If any term of this agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms are unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

XIV STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. CONTRACTOR will maintain all of these records for at least three years (3) following completion of this contract and be able to provide them upon reasonable notice. The COMMISSION, State Auditor, or Auditor's designee shall provide reasonable notice to CONTRACTOR prior to conducting examination.

XV SPOILIATION - PRESERVATION OF EVIDENCE

CONTRACTOR shall promptly notify COMMISSION of all potential claims that arise from or result from this contract. CONTRACTOR shall take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to COMMISSION the opportunity to review and inspect such evidence, including the scene of the accident.

XVI TERMINATION OF CONTRACT

- a. Termination by Mutual Consent. This contract may be terminated by mutual consent of both parties executed in writing.
- b. Early Termination in the Public Interest. COMMISSION is entering into this contract for the purpose of carrying out the public policy of the state of North Dakota, as determined by the Governor, Legislative Assembly, agencies and courts. If this contract ceases to further the public policy of the state of North Dakota, COMMISSION, in its sole discretion, by written notice to CONTRACTOR, may terminate this contract in whole or in part.
- c. Termination for Lack of Funding or Authority. COMMISSION, by written notice to CONTRACTOR, may terminate in whole or any part of this contract, under any of the following conditions:
 - (1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
 - (2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible

for the funding proposed for payments authorized by this contract.

- (3) If any license, permit, or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause. COMMISSION may terminate this contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:

- (1) If CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by COMMISSION; or
(2) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of COMMISSION provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

XVII
NOTICE

All notices or other communications required under this contract shall be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

_____ or _____
_____ or _____
_____ or _____

Notice provided under this provision does not meet the notice requirements for monetary claims against the state found at N.D.C.C. § 32-12.2-04.

XVIII
TAXPAYER ID

CONTRACTOR's North Dakota tax ID number is: _____
CONTRACTOR's federal employer ID number is: _____

XIX
PAYMENT OF TAXES BY COMMISSION

COMMISSION is not responsible for and will not pay local, state, or federal taxes. State sales tax exemption number is E-2001. COMMISSION will furnish certificates of exemption upon request by the CONTRACTOR.

XX
EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties. If the dates of execution are different, then the later date of execution is the effective date.

XXI
FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, flood, riot, terrorism, acts of God, or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

XXII
RENEWAL

This contract will not automatically renew. If COMMISSION desires to renew, COMMISSION will provide written notice to CONTRACTOR of its intent to renew this contract at least 60 days before the scheduled termination date.

XXIII
ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

By entering into this contract, COMMISSION does not agree to binding arbitration, mediation, or other forms of mandatory Alternative Dispute Resolution. The parties may enforce their rights and remedies in judicial proceedings. COMMISSION does not waive any right to a jury trial.

XXIV
CONFIDENTIALITY

CONTRACTOR shall not use or disclose any information it receives from COMMISSION under this contract that COMMISSION has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by COMMISSION. COMMISSION shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that COMMISSION determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. ch. 44-04. The duty of COMMISSION and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract.

XXV
COMPLIANCE WITH PUBLIC RECORDS LAWS

CONTRACTOR understands that, in accordance with the Contract's Confidentiality clause, COMMISSION must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact COMMISSION promptly upon receiving a request for information under the open records law and to comply with STATE'S instructions on how to respond to the request.

XXVI
WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment, or materials created for COMMISSION or purchased by COMMISSION under this contract belong to COMMISSION and must be immediately delivered to

COMMISSION at COMMISSION'S request upon termination of this contract. CONTRACTOR agrees that all work(s) under this contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to COMMISSION all rights and interests CONTRACTOR may have in the work(s) it prepares under this contract, including any right to derivative use of the work(s). CONTRACTOR shall execute all necessary documents to enable COMMISSION to protect its rights under this section.

XXVII
COMPLIANCE WITH FEDERAL LAWS

Contractor agrees to comply with the additional Federal requirements and standard terms and conditions found in Exhibit B.

STATE OF NORTH DAKOTA
Acting through its
N.D. Industrial Commission
Department of Mineral Resource
Oil & Gas Division

By: _____
Title: _____
DATE: _____

CONTRACTOR

By: _____
Title: _____
DATE: _____

**EXHIBIT A
LIST OF WELLS**

**EXHIBIT B
PLUGGING SPECIFICATIONS**

EXHIBIT C
FEDERAL STANDARD TERMS AND CONDITIONS

Federal Standard Terms and Conditions

SECTION 1 – DAVIS BACON ACT REQUIREMENTS

40 U.S.C. parts 3141–3144, 3146, 3147; 42 U.S.C. part 3212 The Davis-Bacon Act – Requires that all contractors and subcontractors performing construction, alteration and repair (including painting and decorating) work under federal or District of Columbia contracts in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location. Construction or renovation projects funded by federal funds, in whole or in part, are subject in their entirety to the Davis-Bacon Act as amended 40 U.S.C. parts 276(a) through 276(a5). Award recipients are required by law to furnish assurances to the Secretary of Labor that all laborers and mechanics employed by contractors or subcontractors on DOI-supported construction projects shall be paid wages at rates that are not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor.

40 U.S. Code Sec. 3141. Definitions

In this subchapter, the following definitions apply:

(1) *Federal government.- The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²*

(2) *Wages, scale of wages, wage rates, minimum wages, and prevailing wages.- The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include-*

(A) the basic hourly rate of pay; and

(B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of-

(i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and

(ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

40 U.S. Code Sec. 3142. Rate of wages for laborers and mechanics

(a) *Application.- The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.*

(b) *Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.*

(c) *Stipulations Required in Contract.- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that-*

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) Discharge of Obligation.- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) Overtime Pay.- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

40 U.S. Code Sec. 3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

40 U.S. Code Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) Payment of Wages.-

(1) In general.- The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action.- If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.-

(1) In general.- The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts.- No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

40 U.S. Code Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

40 U.S. Code Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

40 U.S. Code Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

42 U.S. Code Sec. 3212. Maintenance of standards

All laborers and mechanics employed by contractors or subcontractors on projects assisted by the Secretary under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40. The Secretary shall not extend any financial assistance under this chapter for such a project without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this provision, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267), and section 3145 of title 40.

Wage determination website: <https://sam.gov/content/wage-determinations>

U.S. Department of Labor DBA/Prevailing Wage information can be found here:

<https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>

<https://www.dol.gov/agencies/whd/government-contracts/construction>

<https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>

SECTION 2 – BUILD AMERICA, BUY AMERICA ACT

Pub. L. No. 117-58, §§ 70901-52 Build America, Buy America (BABA) Act – The BABA strengthens the Buy American and Hire American Executive Order No, 13,858 2017, and requires that no later than May 14, 2022, the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Property solely on private land with no public access is not subject to Buy America. In addition, a Buy America waiver has been approved as described below:

The DOI is proposing a general applicability waiver of the Buy America Domestic Preference procurement requirements for DOI’s Federal Financial Assistance awards to provide recipients of financial assistance agreements with sufficient time to apply the Buy America preferences without having to disrupt current projects and to allow projects to continue to be executed swiftly without jeopardizing performance goals. This waiver action permits the use of non-domestic iron, steel, manufactured products, and construction materials in such projects that may otherwise be prohibited

under section 70914(a) during the specified time period, while recipients of DOI Federal financial assistance agreements work to incorporate the new Buy America requirements.

BABA information: <https://www.doi.gov/grants/buyamerica>

More BABA information: <https://www.epa.gov/ewsrf/build-america-buy-america-baba#bil>

BABA Waiver website: <https://doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>

SECTION 3 – CONSTRUCTION PROJECTS REQUIREMENTS

40 U.S.C. parts 3701-3708 The Contract Work Hours and Safety Standards Act

(1)Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2)Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3)Withholding for unpaid wages and liquidated damages. The DOI or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4)Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1)through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5)The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOI and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

48 CFR 22.403-2 The Copeland (Anti-Kickback) Act (18 U.S.C.874 and 40 U.S.C.3145) - makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or

otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause (see 52.222-10) requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

SECTION 4 - ENVIRONMENTAL PROJECTS REQUIREMENTS

42 U.S.C. part 4321 The National Environmental Policy Act – NEPA establishes protection of the environment as a national priority and mandates that environmental impacts must be considered before any federal action likely to significantly affect the environment is undertaken.

42 U.S.C. part 7401 Clean Air Act, 33 U.S.C. part 1251 Clean Water Act, and Executive Order No. 11,738 Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts and financial assistance.

16 U.S.C. part 1531 The Endangered Species Act –Ensures that actions they authorize, fund, or carry out are not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat of such species. The law also prohibits any action that causes a "taking" of any listed species of endangered fish or wildlife. Likewise, import, export, interstate, and foreign commerce of listed species are all generally prohibited.

16 U.S.C. part 1271 The Wild and Scenic Rivers Act–Applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

42 U.S.C. part 300f The Safe Drinking Water Act of 1974–Precludes Federal assistance for any project that the United States Environmental Protection Agency (US EPA) determines may contaminate a sole source aquifer so as to threaten public health.

42 U.S.C. part 9601 The Comprehensive Environmental Response, Compensation, and Liability Act–These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

Executive Order No. 13,658, 2014 Establishing a Minimum Wage for Contractors –Establishes a minimum wage requirement for Federal contractors and subcontractors. The Order provides agencies shall, to the extent permitted by law, ensure that new covered contracts, contract-like instruments, and solicitations include a clause, which the contractor and any subcontractors shall incorporate into lower-tier subcontracts, specifying, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. part 214(c), in the performance of the contract or any subcontract.

SECTION 5 - OTHER STATUTE AND REGULATION REQUIREMENTS

2 C.F.R. part 1401 Requirements for Drug-Free Workplace – Under the Drug-Free Workplace Act of 1988, 41 U.S.C. parts 701-707 a drug-free workplace policy is required for any organizations receiving a federal financial assistance award of any size. At a minimum, such organizations must:

(1) Prepare and distribute a formal drug-free workplace policy statement. (2) Establish a drug-free awareness program. (3) Ensure that all employees working on the federal contract understand their personal reporting obligations. (4) Take direct action against an employee convicted of a work place drug violation. (5) Maintain an ongoing good faith effort to meet all the requirements of the Drug-free

Workplace Act throughout the life of the award. This rule does not apply to foreign public entities or foreign organizations.

43 C.F.R. part 18 New Restrictions on Lobbying – The Authorized Representative's signature on the application submitted to the DOI bureau or offices certifies to the statements in 43 C.F.R. part 18, Appendix A Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award, and require disclosure of the use of non-Federal funds for lobbying (31 U.S.C. part 1352). Any recipient (See Definition in 43 C.F.R. part 18.105(o)) that requests or receives (31 U.S.C. part 1352(2)(b) more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, “Disclosure of Lobbying Activities,” regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Recipient includes all contractors and subgrantees at any tier of the recipient of funds received in connection with a Federal grant, loan, or cooperative agreement. These restrictions do not apply to an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Please visit 43 C.F.R. part 18.110 Certification and Disclosure Requirements for more information.

41 U.S.C. part 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection – Applies to all awards over the simplified acquisition threshold (currently \$250,000).

41 U.S.C. part 6306 Prohibition on Members of Congress Making Contracts with Federal Government – No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public’s general benefit.

42 U.S.C. part 2000(d) Title VI of the Civil Rights Act of 1964, and the DOI implementing regulations published at 43 C.F.R. part 17 and Special Regulations at 43 C.F.R. part 4.800 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.

20 U.S.C. part 1681 Title IX of the Education Amendments of 1972, and DOI implementing regulations published at 43 C.F.R. part 41.100 prohibiting discrimination on the basis of sex in Federally assisted education programs or activities.

42 U.S.C. part 12101 The Americans with Disabilities Act of 1990 – Prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. part 794, and the DOI implementing regulations published at 43 C.F.R. part 17 subpart B prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal financial assistance.

41 C.F.R. parts 101-19.6 Accessibility Standards – For purposes of complying with the standards set forth in non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) 28 C.F.R. part 35; and Title III of the ADA 28 C.F.R. part 36. The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design,” which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.

42 U.S.C part 6101 The Age Discrimination Act of 1975, and DOI implementing regulations published at 43 C.F.R. parts 17.300-17.339 unless an exception applies in 43 C.F.R. part 17.302, the rule prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

42 U.S.C. part 2000(e) Title VII of the Civil Rights Act of 1964 – Generally prohibits employers from discriminating against employees on the basis of religion. Title VII prohibits discriminatory treatment of employees on the basis of their religious beliefs and requires employers to make reasonable accommodations for employees’ religious practices. Religious organizations, however, may be exempt from some of the prohibitions of Title VII.

Executive Order No. 11,988, 1977 Floodplain Management and **Executive Order No. 11,990, 1977 Protection of Wetlands** – Non-Federal entities must identify proposed actions in federally defined floodplains and wetlands to enable DOI to make a determination whether there is an alternative to minimize any potential harm.

Executive Order No. 11,246, 1965 Equal Employment Opportunity – Requires federally assisted construction contracts to include the nondiscrimination provisions of parts 202 and 203 of Executive Order No. 11,246 and Department of Labor regulations implementing at **41 C.F.R. part 60-1.4(b)**.

Links for Additional Information on Federal Requirements/ Standard Terms and Conditions

DOI Federal Standard Award Terms and Conditions:

<https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf>

INVITATION TO BID

The State of North Dakota, acting through the North Dakota Industrial Commission, Oil & Gas Division, invites you to submit a bid for the plugging of the following wells:

Plugging Package 4

See Attached list

To be considered, the bid must be on the form provided by the Industrial Commission, which must be fully completed in accordance with the accompanying "INSTRUCTIONS TO BIDDERS," and must be received in the Bismarck office of the Industrial Commission, Oil & Gas Division, no later than **3:00 p.m. November 22, 2022**. The Commission may reject any and all bids.

For additional information or blank bid forms, please go to the North Dakota Industrial Commission, Oil & Gas Division home page, <https://www.dmr.nd.gov/oilgas/> or contact Cody VanderBusch at (701)-328-8020.

INSTRUCTIONS TO BIDDERS

1. Form of Bids. Bids must be submitted on the attached bid form. Provide an attachment listing each wells cost + downhole salvage value and then net total. The net total should be included on the bid form. The bonds will be based on the highest cost well.

2. Submission of Bids. Bids must be enclosed in a sealed envelope, and the outside of the envelope must have the following on it:

Bid of: (Name of Contractor & Business Address)

N.D. Contractor's License No: (No. and Class of License)

Date License was Issued or Renewed: _____

Bid Package Name and Number: _____

ATTN: Mr. Cody VanderBusch

SEALED BID DO NOT OPEN

NDIC Oil & Gas Division
1016 E. Calgary Ave
Bismarck, N.D. 58503-5512

3. Examination of Site. Prospective bidders may make a visual inspection of the well and well site to ascertain the nature and location of the work and the conditions which can affect the work and its cost. The Commission is not bound by any oral statement concerning the condition of the well or well site made by its staff or agents prior to the execution of the equipment removal contract. **Note.** If no access is visible, please contact landowner before entering.
4. Bidder Qualifications. No contract will be awarded unless: (a.) the bidder holds a current contractor's license in the class within which the value of the project falls issued at least ten days prior to the date set for receiving bids, and the bid envelope contains a copy of the license or a certificate of its renewal issued by the secretary of state (N.D.C.C. §43-07-12); and (b.) the bidder files along with its bid or after being notified that it is the successful bidder, a certificate from the ND State Tax Commissioner that bidder has paid all delinquent income, sales, and use taxes, if any (N.D.C.C. § 43- 07-11.1).
5. Bid Deadline. All bids are due in the office of the Industrial Commission, Oil and Gas Division, by **3:00 p.m. November 22, 2022.** The office is at **1016 E. Calgary Ave., Bismarck, ND.** Bids received after this deadline will not be considered.
6. Review of Bids. The public opening of the bids will be held at **3:00 p.m. November 22, 2022** at the **Industrial Commission, Oil and Gas Division, 1016 E. Calgary Ave., Bismarck, ND.**
7. Withdrawal of Bids. Bids may be withdrawn by bidder's written request received prior to the time set in paragraph 5.

8. Rejection of Bids. The Commission may reject any and all bids and may waive any technical or formal defect in a bid.
9. Notification of Award. The successful bidder, if any, will be notified of the award of the work within thirty days after the bid opening.
10. Contract. The bidder whose bid is accepted must enter into a written contract with the Commission within ten days after the award is made. The contract contains, among other things, provisions requiring the contractor to acquire insurance and provide bonds in the amount of the bid.
11. Timeline. Work can't start before **January 2, 2023** and must be completed by **September 30, 2023 and invoices received by December 1, 2023.**
12. Cancellation of Award. The Commission may cancel the award of any contract at any time before execution of the contract by all parties without any liability to the Commission.
13. Title to Material and Objects on Site. The Commission has title to all confiscated equipment on the well site. Any person who removes confiscated equipment or fluids from a well or well site without permission is subject to a civil penalty, up to \$12,500 per day, to be imposed by the Commission. Any person who willfully violates this section could be guilty of a Class C Felony.
14. Bidders shall follow all federal requirements including but not limited to Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (see **Attachment A**).
15. Changes in Bid Specifications. The Commission may, during the bidding period, advise bidders of alterations to any part of the bid. All such changes are included in the work covered by the bid and are a part of the specifications.
16. Approved Procedures. Bidders must bid on the approved procedures. Cost for the required report submittals and photos shall be included in the bid.
17. Other Changes. Any changes to procedures **MUST** be approved by Commission staff. **Unapproved changes will not be reimbursed.**
18. Overtures. Only overtures that are required by the Commission shall be paid, all other costs shall be included within the bid cost. Hidden costs or undisclosed costs will not be reimbursed.
19. Completed Work. Bidders must complete the work in a timely manner to Commission requirements.

20. Well List. The Commission may at any time add or remove wells from the package due to reasons deemed appropriate by the Commission.
21. Note. Bidders must ensure they meet and follow all bidder instructions and requirements as indicated in the bidding package.

Additional information - IOGCC report on the issue of idle and orphan oil and gas wells can be found at:

https://iogcc.ok.gov/sites/g/files/gmc836/f/documents/2022/iogcc_idle_and_orphan_wells_2021_final_web_0.pdf

ATTACHMENT A
Federal Standard Terms and Conditions

SECTION 1 – DAVIS BACON ACT REQUIREMENTS

40 U.S.C. parts 3141–3144, 3146, 3147; 42 U.S.C. part 3212 The Davis-Bacon Act – Requires that all contractors and subcontractors performing construction, alteration and repair (including painting and decorating) work under federal or District of Columbia contracts in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location. Construction or renovation projects funded by federal funds, in whole or in part, are subject in their entirety to the Davis-Bacon Act as amended 40 U.S.C. parts 276(a) through 276(a5). Award recipients are required by law to furnish assurances to the Secretary of Labor that all laborers and mechanics employed by contractors or subcontractors on DOI-supported construction projects shall be paid wages at rates that are not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor.

40 U.S. Code Sec. 3141. Definitions

In this subchapter, the following definitions apply:

- (1) Federal government.- The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²*
- (2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.- The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include-*
 - (A) the basic hourly rate of pay; and*
 - (B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the forgoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of-*
 - (i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and*
 - (ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.*

40 U.S. Code Sec. 3142. Rate of wages for laborers and mechanics

- (a) Application.- The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.*
- (b) Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.*
- (c) Stipulations Required in Contract.- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that-*
 - (1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;*
 - (2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and*
 - (3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor*

on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) Discharge of Obligation.- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) Overtime Pay.- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

40 U.S. Code Sec. 3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

40 U.S. Code Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) Payment of Wages.-

(1) In general.- The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action.- If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.-

(1) In general.- The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts.- No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

40 U.S. Code Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

40 U.S. Code Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

40 U.S. Code Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

42 U.S. Code Sec. 3212. Maintenance of standards

All laborers and mechanics employed by contractors or subcontractors on projects assisted by the Secretary under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40. The Secretary shall not extend any financial assistance under this chapter for such a project without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this provision, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267), and section 3145 of title 40.

Wage determination website: <https://sam.gov/content/wage-determinations>

U.S. Department of Labor DBA/Prevailing Wage information can be found here:

<https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>

<https://www.dol.gov/agencies/whd/government-contracts/construction>

<https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>

SECTION 2 – BUILD AMERICA, BUY AMERICA ACT

Pub. L. No. 117-58, §§ 70901-52 Build America, Buy America (BABA) Act – The BABA strengthens the Buy American and Hire American Executive Order No, 13,858 2017, and requires that no later than May 14, 2022, the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Property solely on private land with no public access is not subject to Buy America. In addition, a Buy America waiver has been approved as described below:

The DOI is proposing a general applicability waiver of the Buy America Domestic Preference procurement requirements for DOI’s Federal Financial Assistance awards to provide recipients of financial assistance agreements with sufficient time to apply the Buy America preferences without having to disrupt current projects and to allow projects to continue to be executed swiftly without jeopardizing performance goals. This waiver action permits the use of non-domestic iron, steel, manufactured products, and construction materials in such projects that may otherwise be prohibited under section 70914(a) during the specified time period, while recipients of DOI Federal financial assistance agreements work to incorporate the new Buy America requirements.

BABA information: <https://www.doi.gov/grants/buyamerica>

More BABA information: <https://www.epa.gov/cwsrf/build-america-buy-america-baba#bil>

BABA Waiver website: <https://doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>

SECTION 3 – CONSTRUCTION PROJECTS REQUIREMENTS

40 U.S.C. parts 3701-3708 The Contract Work Hours and Safety Standards Act

(1)Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The DOI or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOI and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

48 CFR 22.403-2 The Copeland (Anti-Kickback) Act (18 U.S.C.874 and 40 U.S.C.3145) - makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause (see 52.222-10) requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

SECTION 4 - ENVIRONMENTAL PROJECTS REQUIREMENTS

42 U.S.C. part 4321 The National Environmental Policy Act – NEPA establishes protection of the environment as a national priority and mandates that environmental impacts must be considered before any federal action likely to significantly affect the environment is undertaken.

42 U.S.C. part 7401 Clean Air Act, 33 U.S.C. part 1251 Clean Water Act, and Executive Order No. 11,738 Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts and financial assistance.

16 U.S.C. part 1531 The Endangered Species Act – Ensures that actions they authorize, fund, or carry out are not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat of such species. The law also prohibits any action that causes a "taking" of any listed species of endangered fish or wildlife. Likewise, import, export, interstate, and foreign commerce of listed species are all generally prohibited.

16 U.S.C. part 1271 The Wild and Scenic Rivers Act—Applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

42 U.S.C. part 300f The Safe Drinking Water Act of 1974—Precludes Federal assistance for any project that the United States Environmental Protection Agency (US EPA) determines may contaminate a sole source aquifer so as to threaten public health.

42 U.S.C. part 9601 The Comprehensive Environmental Response, Compensation, and Liability Act—These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

Executive Order No. 13,658, 2014 Establishing a Minimum Wage for Contractors—Establishes a minimum wage requirement for Federal contractors and subcontractors. The Order provides agencies shall, to the extent permitted by law, ensure that new covered contracts, contract-like instruments, and solicitations include a clause, which the contractor and any subcontractors shall incorporate into lower-tier subcontracts, specifying, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. part 214(c), in the performance of the contract or any subcontract.

SECTION 5 - OTHER STATUTE AND REGULATION REQUIREMENTS

2 C.F.R. part 1401 Requirements for Drug-Free Workplace— Under the Drug-Free Workplace Act of 1988, 41 U.S.C. parts 701-707 a drug-free workplace policy is required for any organizations receiving a federal financial assistance award of any size. At a minimum, such organizations must:

(1) Prepare and distribute a formal drug-free workplace policy statement. (2) Establish a drug-free awareness program. (3) Ensure that all employees working on the federal contract understand their personal reporting obligations. (4) Take direct action against an employee convicted of a work place drug violation. (5) Maintain an ongoing good faith effort to meet all the requirements of the Drug-free Workplace Act throughout the life of the award. This rule does not apply to foreign public entities or foreign organizations.

43 C.F.R. part 18 New Restrictions on Lobbying— The Authorized Representative's signature on the application submitted to the DOI bureau or offices certifies to the statements in 43 C.F.R. part 18, Appendix A Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award, and require disclosure of the use of non-Federal funds for lobbying (31 U.S.C. part 1352). Any recipient (See Definition in 43 C.F.R. part 18.105(o)) that requests or receives (31 U.S.C. part 1352(2)(b)) more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, "Disclosure of Lobbying Activities," regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Recipient includes all contractors and subgrantees at any tier of the recipient of funds received in connection with a Federal grant, loan, or cooperative agreement. These restrictions do not apply to an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Please visit 43 C.F.R. part 18.110 Certification and Disclosure Requirements for more information.

41 U.S.C. part 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection— Applies to all awards over the simplified acquisition threshold (currently \$250,000).

41 U.S.C. part 6306 Prohibition on Members of Congress Making Contracts with Federal Government— No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

42 U.S.C. part 2000(d) Title VI of the Civil Rights Act of 1964, and the DOI implementing regulations published at 43 C.F.R. part 17 and Special Regulations at 43 C.F.R. part 4.800 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.

20 U.S.C. part 1681 Title IX of the Education Amendments of 1972, and DOI implementing regulations published at 43 C.F.R. part 41.100 prohibiting discrimination on the basis of sex in Federally assisted education programs or activities.

42 U.S.C. part 12101 The Americans with Disabilities Act of 1990 – Prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. part 794, and the DOI implementing regulations published at 43 C.F.R. part 17 subpart B prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal financial assistance.

41 C.F.R. parts 101-19.6 Accessibility Standards – For purposes of complying with the standards set forth in non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) 28 C.F.R. part 35; and Title III of the ADA 28 C.F.R. part 36. The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design,” which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.

42 U.S.C part 6101 The Age Discrimination Act of 1975, and DOI implementing regulations published at 43 C.F.R. parts 17.300-17.339 unless an exception applies in 43 C.F.R. part 17.302, the rule prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

42 U.S.C. part 2000(e) Title VII of the Civil Rights Act of 1964 – Generally prohibits employers from discriminating against employees on the basis of religion. Title VII prohibits discriminatory treatment of employees on the basis of their religious beliefs and requires employers to make reasonable accommodations for employees’ religious practices. Religious organizations, however, may be exempt from some of the prohibitions of Title VII.

Executive Order No. 11,988, 1977 Floodplain Management and **Executive Order No. 11,990, 1977 Protection of Wetlands** – Non-Federal entities must identify proposed actions in federally defined floodplains and wetlands to enable DOI to make a determination whether there is an alternative to minimize any potential harm.

Executive Order No. 11,246, 1965 Equal Employment Opportunity – Requires federally assisted construction contracts to include the nondiscrimination provisions of parts 202 and 203 of Executive Order No. 11,246 and Department of Labor regulations implementing at 41 C.F.R. part 60-1.4(b).

Links for Additional Information on Federal Requirements/ Standard Terms and Conditions

DOI Federal Standard Award Terms and Conditions: <https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf>

ATTACHMENT B

Package 4 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
13884	RICE TRUST 1	AB	BOTTINEAU	8-161-82	NWSE	Renville	48.7834653	-101.3305472
14729	RICE ET AL 1H	AB	BOTTINEAU	8-161-82	NESE	Renville	48.78327974	-101.3226125
15002	Cramer 1	AB	BOTTINEAU	8-161-82	SENW	Renville	48.7864792	-101.3352116
15179	RICE 4	AB	BOTTINEAU	8-161-82	SWSE	Renville	48.77945263	-101.3305581
15180	RICE 3	AB	BOTTINEAU	8-161-82	SWNE	Renville	48.78612498	-101.3308346
15245	RICE 5	AB	BOTTINEAU	8-161-82	NESE	Renville	48.78139419	-101.3270107
15246	GLESSING 1	AB	BOTTINEAU	8-161-82	NESW	Renville	48.78355542	-101.3352176
15360	GLESSING 2	AB	BOTTINEAU	8-161-82	SESW	Renville	48.77944645	-101.3354302
15591	GLESSING 3	AB	BOTTINEAU	8-161-82	SWSW	Renville	48.77951749	-101.3400449
16082	RICE 8	AB	BOTTINEAU	8-161-82	SESE	Renville	48.78008426	-101.3238977
17839	CRAMER 3	AB	BOTTINEAU	8-161-82	NENW	Renville	48.78938933	-101.3347242
18558	CRAMER 4	AB	BOTTINEAU	8-161-82	SWNW	Renville	48.78572105	-101.3418509
19314	RICE 10	AB	BOTTINEAU	8-161-82	SWSE	Renville	48.77819176	-101.3320931
90090	CRAMER 1 SWD	AB	BOTTINEAU	8-161-82	SENW	Renville	48.78514973	-101.3331522

ATTACHMENT C
Pugging Procedures

PLUGGING SPECIFICATIONS

SUBJECT WELL

Rice Trust #1
Well File # 13884
8-161-82 NW SE
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 499'
5.5" production casing @ 4296'
CIBP @ 3930', w/ 5 sx cement on top.
Pierre Top @ 520'
Mowry Top @ 2356'
Has CBL and TOC- 2350'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to 3870'. Tag cement. TOH with bit & scraper.
8. TIH, open ended.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Has CBL.
12. RU cement equipment. Balance 30 sx at 3870', or on top of cement.
13. TOH with work string.
14. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
15. Mowry top @ 2356'. TOC 2350'. Set CIBP (if needed) at 2456'. Perf at 2406'. Set CICR @ 2306'. Squeeze 90 sx in, dump 10 sx on top. IF tight, balance 35 sx on top of CICR. TOH.
16. Pierre top @ 520'. SC @ 499'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 620' if casing test failed. Perf @ 570'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 520'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
21. Dig up and pull out dead men.
22. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Rice et al #1H
Well File # 14729
8-161-82 NE SE
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

9 5/8" surface casing @ 400'
7" production casing @ 4588'
CIBP @ 4570', no cement
Pierre Top @ 520'
Mowry Top @ 2340'
Has CBL and TOC- To 800(?)

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 7" casing to 3570'. TOH with bit & scraper.
8. TIH, open ended.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Has CBL.
12. RU cement equipment. Balance 50sx at 3450' (KOP).
13. TOH with work string.
14. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
15. Mowry top @ 2340'. Set CIBP (if needed) at 2390'. Balance 50 sx at 2390'. TOH.
16. Pierre top @ 520'. SC @ 400'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 620' if casing test failed. Perf @ 570'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface. NOTE-Larger casing.
18. If circulation is not achieved, set CICR @ 520'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
21. Dig up and pull out dead men.
22. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Rice #5
Well File # 15245
8-161-82 NE SE
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 527'
5.5" production casing @ 4350'
Gross Perfs- 4224-4262'
Pierre Top @ 520'
Mowry Top @ 2357'
Has CBL and TOC- 2260'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release TAC and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 4224'. TOH with bit & scraper.
 8. Set CIBP @ 4174' (50' above perrfs).
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. Adequate Cement.
 12. RU cement equipment. Establish injection rate. Mix 100 sx of cement. 90sx in, 10 sx on top. If tight, balance 35 sx on top of CIB. TOH with work string.
 13. Mowry top @ 2357'. TOC 2260'.
 14. Mowry top @ 2357'. Set CIBP @ 2457' if casing test failed. Balance 35sx Class G cement @ 2419'.
 15. Pierre top @ 520'. SC @ 527'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 16. Set CIBP @ 620' if casing test failed. Perf @ 570'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 17. If circulation is not achieved, set CICR @ 520'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 18. Perf @ 90'. Circulate good cement to surface.
 19. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 20. Dig up and pull out dead men.
 21. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the

Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Rice #4
Well File# 15179
SW SE 8-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 534'
5.5" production casing @ 4348'
KOP- 4070'
Pierre Top @ 520'
Mowry Top @ 2371'
Has CBL and TOC- 1950'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to 4075'. TOH with bit & scraper.
8. Set CIBP @ 4070' (KOP).
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Has CBL. Adequate Cement.
12. RU cement equipment.. Mix 35 sx Class G. Balance 35 sx on top of CIB. TOH with work string.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2371'. TOC 1950'.
15. Mowry top @ 2371'. Set CIBP @ 2421' if casing test failed. Balance 35sx Class G cement @ 2421'.
16. Pierre top @ 520'. SC @ 534'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 620' if casing test failed. Perf @ 570'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 520'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
21. Dig up and pull out dead men.
22. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Rice #3
Well File# 15180
SW NE 8-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 536'
5.5" production casing @ 4345'
Packer (AS 1X) @ 4178', Duraseal 2 7/8" tubing, IC.
Gross Perfs- 4238'-4262'
Pierre Top @ 520'
Mowry Top @ 2347'
Has CBL and TOC- 1805', but ratty at Mowry.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 4238'. TOH with bit & scraper.
 8. Set CICR @ 4188' (50' above perfs).
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. However, ratty at Mowry.
 12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR.
 13. Mowry top @ 2347'. TOC 1805', but ratty at Mowry, so try squeeze.. CIBP , if needed, at 2447'. Perf at 2397'. CICR at 2347'. 90 sx in, 10 sx on top. If tight, sting out and 35 sx on top of CICR.
 14. Pierre top @ 520'. SC @ 536'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 620' if casing test failed. Perf @ 570'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 520'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the

Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Rice #4
Well File# 15179
SW SE 8-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 534'
5.5" production casing @ 4348'
KOP- 4070'
Pierre Top @ 520'
Mowry Top @ 2371'
Has CBL and TOC- 1950'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to 4075'. TOH with bit & scraper.
8. Set CIBP @ 4070' (KOP).
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Has CBL. Adequate Cement.
12. RU cement equipment.. Mix 35 sx Class G. Balance 35 sx on top of CIB. TOH with work string.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2371'. TOC 1950'.
15. Mowry top @ 2371'. Set CIBP @ 2421' if casing test failed. Balance 35sx Class G cement @ 2421'.
16. Pierre top @ 520'. SC @ 534'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 620' if casing test failed. Perf @ 570'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 520'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
21. Dig up and pull out dead men.
22. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Glessing #1
Well File# 15246
NE SW 8-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 533'
5.5" production casing @ 4350'
Gross Perfs- 4228-4232'.
Pierre Top @ 520'
Mowry Top @ 2354'
Has CBL and TOC- 1900', but ratty at 2350'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 4228'. TOH with bit & scraper.
 8. Set CICR @ 4178' (50' above perfs).
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. However, ratty at Mowry.
 12. Squeeze 100 sx (90 sx in, 10 sx on top). If tight, balance 35 sx on top of CICR. TOH.
 13. Mowry top @ 2354'. TOC 1900', but ratty at Mowry, so try squeeze. CIBP, if needed, at 2445'. Perf at 2404'. CICR at 2304'. 90 sx in, 10 sx on top. If tight, sting out and 35 sx on top of CICR.
 14. Pierre top @ 520'. SC @ 533'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 620' if casing test failed. Perf @ 570'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 520'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be

plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Glessing #2
Well File# 15360
SE SW 8-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 577'
5.5" production casing @ 4360'
Gross Perfs- 4233-4237'.
PermaPacker (4202'), Coated 2 7/8" tubing,
Pierre Top @ 520'
Mowry Top @ 2368'
Has CBL and TOC- 2175'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 4233'. TOH with bit & scraper.
 8. Set CICR @ 4183' (50' above perfs).
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC about 2175'.
 12. 100 sx cement squeeze (90 sx in, 10 sx on top of CICR). TOH.
 13. Mowry top @ 2368'. CIBP , if needed, at 2418'. Balance 35 sx at 2418'.
 14. Pierre top @ 520'. SC @ 577'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 652' if casing test failed. Perf @ 602'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 552'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East

Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Glessing #3
Well File# 15591
SW SW 8-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 650'
5.5" production casing @ 4386'
KOP- 4060'
CIBP @ 4188'
Pierre Top @ 520'
Mowry Top @ 2376'
Has CBL and TOC- 2338'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 5.5" casing to 4188', tag on CIBP. TOH with bit & scraper.
8. TIH, to above CIBP.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Has CBL. Has poorer cement at Mowry, so try squeeze.
12. RU cement equipment.. Mix 35 sx Class G. Balance 35 sx on top of CIB. TOH with work string.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2376'. TOC 2338'.
15. Mowry top @ 2376'. Set CIBP @ 2438' if casing test failed. Perf at 2338'. CICR at 2288'. Attempt to squeeze 100 sx (90 sx in, 10 sx on top). If tight, dump 35 sx on top of CICR. TOH.
16. Pierre top @ 520'. SC @ 650'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 750' if casing test failed. Perf @ 700'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 650'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
21. Dig up and pull out dead men.

22. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Rice #8
Well File# 16082
SE SE 8-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 554'
5.5" production casing @ 4320'
Gross Perfs- 4076-6400'.
KOP- 4000'. Packer at 4470'.
Pierre Top @ 425'
Mowry Top @ 2359'
Has CBL and TOC- 1589'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 4005'. TOH with bit & scraper.
 8. TIH, set CIBP @4000'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 1589'.
 12. Balance 35 sx on top of CIBP. TOH.
 13. Mowry top @ 2359'. TOC 1589'. CIBP , if needed, at 2409'. Balance 35 sx at 2409'.
 14. Pierre top @ 423'. SC @ 554'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 654' if casing test failed. Perf @ 604'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 554'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be

examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Cramer #3
Well File# 17839
NE NW 8-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 539'
5.5" production casing @ 4105'
Gross Perfs- 4115-6874'.
KOP- 4067'.
Pierre Top @ 483'
Mowry Top @ 2332'
Has CBL and TOC- 1462'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 4070'. TOH with bit & scraper.
 8. TIH, set CIBP @4067'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 1462'.
 12. Balance 35 sx on top of CIBP. TOH.
 13. Mowry top @ 2332'. TOC 1462'. CIBP, if needed, at 2382'. Balance 35 sx at 2382'.
 14. Pierre top @ 483'. SC @ 539'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 639' if casing test failed. Perf @ 589'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 539'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be

examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Cramer #4
Well File# 18558
SW NW 8-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 538'
5.5" production casing @ 4085'
Gross Perfs- 4085-6690'.
KOP- 4085
AS 1 packer at 4023'. 2 7/8" duraseal, J-55
Pierre Top @ 483'
Mowry Top @ 2372'
Has CBL and TOC- 1413'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.

2. Dig out surface casing valves and bleed off.
 3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 4080'. TOH with bit & scraper.
 8. TIH, set CIBP @4075'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 1413'.
 12. Balance 35 sx on top of CIBP. TOH.
 13. Mowry top @ 2372'. TOC 1413'. CIBP, if needed, at 2422'. Balance 35 sx at 2422'.
 14. Pierre top @ 483'. SC @ 538'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 638' if casing test failed. Perf @ 588'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 538'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be

plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Rice #10
Well File# 19314
SW SE 8-161-82
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 5402'
5.5" production casing @ 4080'
Gross Perfs- 4080-6100'.
KOP- 4046'.
Pierre Top @ 515'
Mowry Top @ 2374'
Has CBL and TOC- 1717'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 4050'. TOH with bit & scraper.
 8. TIH, set CIBP @4046'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 1717'.
 12. Balance 35 sx on top of CIBP. TOH.
 13. Mowry top @ 2374'. TOC 1717'. CIBP , if needed, at 2324'. Balance 35 sx at 2324'.
 14. Pierre top @ 515'. SC @ 542'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 642' if casing test failed. Perf @ 592'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 542'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be

examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Cramer #1 SWD
Well File# 90090
8-161-82 SE NW
Field: Renville
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 531'
5.5" production casing @ 2737'
Gross perfs 2612-2684'.
Packer @ 2516'. 2 7/8" IC tubing
Pierre Top @ 381'
Mowry Top @ 2351'
IK Top @ 2592'
Has CBL. TOC- 1300'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.

2. Dig out surface casing valves and bleed off.
 3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release TAC and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to top perfs @ 2612'. TOH with bit & scraper.
 8. Set CICR @ 2562'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 1300'.
 12. RU cement equipment. Establish injection rate. Mix 130sx Class G. Squeeze 90sx through the CICR. Sting out & leave 40sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 45sx on top of the CICR.
 13. Pierre top @ 381'. SC @ 531'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 14. Set CIBP @ 631' if casing test failed. Perf @ 581'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 15. If circulation is not achieved, set CICR @ 531'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 16. Perf @ 90'. Circulate good cement to surface.
 17. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 18. Dig up and pull out dead men.
 19. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the

Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

BID

Bid for plugging of the following well sites:

See attached list of wells

Being fully familiar with the local conditions affecting the performance of the contract and having carefully examined the INVITATION TO BID, INSTRUCTIONS TO BIDDERS, PLUGGING SPECIFICATIONS, PLUGGING CONTRACT, LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND bidder proposes and agrees to do all work called for in the specifications and contract and to furnish the services, equipment, and labor necessary for the full completion of the work for the lump sum price of _____ dollars (\$).

Contractor hereby agrees that it shall comply with all Federal requirements including Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (as noted in **Attachment A** of Bid Notification).

If the bidder's bid is accepted, the Industrial Commission will inform the bidder in writing within thirty days after the bid opening. Within ten days after receipt of such a notice, bidder will appear in the office of the North Dakota Industrial Commission, Oil and Gas Division, and execute the Plugging Contract. Bidder agrees that if bidder fails to enter into a contract, bidder is liable to the Commission for all expenses incurred by and damages suffered by the Commission as a result of the failure.

Dated this _____ day of _____ 2022.

Name of Bidder

Signature

Business Address

Business Telephone Number

Email

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, a corporation licensed to do business as a surety under the laws of the State of North Dakota, (Surety), are held and firmly bound unto the State of North Dakota in the full and just sum of _____ **AND NO/100 DOLLARS (\$.00)**, to be paid to the State of North Dakota or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of North Dakota, acting by and through the North Dakota Industrial Commission, dated _____ for plugging of the following wells:

See Bid Notification, Attachment B

WHEREAS, it is one of the conditions of the award of the contract pursuant to statutes that this bond be executed.

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall duly and promptly pay all laborers, mechanics, subcontractors and material men who perform work or furnish material under the contract and all persons who shall supply the Principal or the subcontractor with materials, services, bonds and insurance for the carrying on of the work, then this obligation shall be void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any extension of time and any alterations made in the terms of the contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract sum by more than 10%.

FOR STATE USE ONLY:	Contractor: _____
	Signature _____
	Date _____
	Surety: _____
	Date _____
	By: _____ Attorney-in-fact (Seal and Signature)
Surety is licensed in ND: _____	Agency _____
Date verified: _____	Address _____
Verified by: _____	

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
 _____ (Principal), and _____
 _____, a corporation licensed to do business as a surety under the laws of the State of North Dakota,
 (Surety), are held and firmly bound unto the State of North Dakota in the full and just sum of
 _____ **AND NO /100 DOLLARS (\$.00)**, to be paid to the State
 of North Dakota or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors
 and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of North Dakota, acting by and through
 the North Dakota Industrial Commission, dated _____ for plugging of the following
 wells:

See Bid Notification, Attachment B

WHEREAS, it is one of the conditions of the award of the contract pursuant to statutes that this bond be
 executed.

NOW THEREFORE, the conditions of this obligation are such that if the above Principal shall promptly
 and faithfully perform all of the provisions of the contract, and all obligations thereunder including the
 specifications, and any alterations provided for, and shall in a manner satisfactory to the State of North Dakota,
 complete the work contracted for including any alterations, and shall hold harmless the State of North Dakota
 from any expense incurred through the failure of the Principal to complete the work as specified, then this
 obligation shall be void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the
 contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract
 sum by more than 10%.

FOR STATE USE ONLY:	Contractor: _____
	Signature
Surety is licensed in ND:	Date
Date verified: _____	Surety: _____
Verified by:	Date
	By: _____ Attorney-in-fact (Seal and Signature)
	Agency
	Address

WELL PLUGGING CONTRACT

The parties to this contract are the State of North Dakota, acting through the North Dakota Industrial Commission, Department of Mineral Resources, Oil and Gas Division, (COMMISSION) and [contractor's legal name and address] (CONTRACTOR);

I SCOPE OF SERVICES

CONTRACTOR, in exchange for the compensation paid by COMMISSION, shall provide all materials and labor necessary for and shall perform the work described in the Plugging Specifications, attached hereto as Exhibit A and incorporated into this contract, for the following wells:

See attached list of wells.

II TIME FOR COMPLETION

CONTRACTOR shall complete the work under this contract must be completed by **September 1, 2023** and all invoices must be received by **December 1, 2023**. There is an urgency by the Commission to get the work done in a timely and effective manner.

III COMPENSATION

COMMISSION will pay the CONTRACTOR for the services provided under this contract an amount not to exceed _____ Dollars (\$_____.00), to be paid within thirty days after COMMISSION has accepted the work. If COMMISSION determines, in its sole discretion, that the well cannot be removed according to the Plugging Specifications attached hereto as Exhibit A, COMMISSION may modify the Plugging Specifications to ensure the well site is properly reclaimed by CONTRACTOR. If such modifications result in increased material and labor costs, CONTRACTOR's compensation will be increased by an amount equal to the usual and customary charges as determined by COMMISSION, for the additional material and labor. In the case where such modifications result in decreased material and labor costs, CONTRACTOR's compensation will be decreased by an amount based on the usual and customary changes relative to the material and labor expenses, as determined by COMMISSION.

IV CONTRACT DOCUMENTS

The contract documents that accompany this contract are the Invitation to Bid, Instructions to Bidder, Bid Form, Plugging Specifications and Contractor's Performance Bond and Labor and Materials Payment Bond and are incorporated as part of the contract. In the event of any inconsistency or conflict among the documents making up this contract, the terms of the contract shall control.

V LIABILITY AND INDEMNITY

CONTRACTOR agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of CONTRACTOR or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this contract, except claims based upon the State's sole negligence or intentional misconduct. The legal defense provided by CONTRACTOR to the State under this

provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. CONTRACTOR also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

VI INSURANCE

CONTRACTOR shall secure and keep in force during the term of this agreement and CONTRACTOR shall require all subcontractors, prior to commencement of an agreement between CONTRACTOR and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools, or government self-retention funds authorized to do business in North Dakota, the following insurance coverage:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Contractor's Pollution Liability coverage for Personal Injury, Property Damage and Cleanup Cost arising from pollution conditions caused by the operations of the Contractor for limits of \$1,000,000. Occurrence coverage is preferred but coverage may be provided on a claims-made form that includes a three-year tail coverage endorsement. Coverage shall include contractual liability coverage for claims arising out of liability of subcontractors, loading and unloading, unlimited complete operations, and non-owned disposal site coverage.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of CONTRACTOR. The amount of any deductible or self-retention is subject to approval by COMMISSION;
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the COMMISSION. The policies shall be in form and terms approved by COMMISSION.
- 3) COMMISSION will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by CONTRACTOR in excess of the minimum requirements set forth above. The duty to indemnify COMMISSION under this agreement shall not be

limited by the insurance required by this agreement.

- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights, and coverage of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) A “Waiver of Subrogation” waiving any right to recovery the insurance company may have against the State;
 - b) A provision that CONTRACTOR’s insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance, or self-retention maintained by the State and that any insurance, self-insurance, or self-retention maintained by the State shall be in excess of the CONTRACTOR’s insurance and shall not contribute with it;
 - c) Cross liability/severability of interest for all policies and endorsements;
 - d) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary; and
 - e) The insolvency or bankruptcy of the insured CONTRACTOR shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured CONTRACTOR from meeting the retention limit under the policy.
- 6) CONTRACTOR shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this contract is a material breach of contract entitling COMMISSION to terminate this contract immediately.
- 8) CONTRACTOR shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. Contractor shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.

VII MERGER AND MODIFICATION

This contract, including the incorporated documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified with in this contract. This contract may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

VIII
ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty under this contract without COMMISSION's written consent, provided, however, that CONTRACTOR may enter into subcontracts provided that any subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR has no authority to contract for or incur obligations on behalf of STATE.

IX
ATTORNEYS' FEES

In the event a lawsuit is brought by COMMISSION to obtain performance due under this contract, and COMMISSION is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay COMMISSION's reasonable attorney fees and costs in connection to the lawsuit.

X
APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be adjudicated in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

XI
INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a COMMISSION employee for any purpose, including application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this contract shall be construed to represent the creation of an employer/employee relationship. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this contract, except to the extent specified in this contract.

XII
NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable federal and state laws, rules, and policies, including but not limited to, those relating to nondiscrimination, accessibility, and civil rights (*See* N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women).

CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums.

CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

CONTRACTOR's failure to comply with this section may be deemed a material breach by CONTRACTOR entitling the COMMISSION to terminate in accordance with the Termination for Cause section of this Contract.

XIII SEVERABILITY

If any term of this agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms are unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

XIV STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. CONTRACTOR will maintain all of these records for at least three years (3) following completion of this contract and be able to provide them upon reasonable notice. The COMMISSION, State Auditor, or Auditor's designee shall provide reasonable notice to CONTRACTOR prior to conducting examination.

XV SPOILIATION - PRESERVATION OF EVIDENCE

CONTRACTOR shall promptly notify COMMISSION of all potential claims that arise from or result from this contract. CONTRACTOR shall take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to COMMISSION the opportunity to review and inspect such evidence, including the scene of the accident.

XVI TERMINATION OF CONTRACT

- a. Termination by Mutual Consent. This contract may be terminated by mutual consent of both parties executed in writing.
- b. Early Termination in the Public Interest. COMMISSION is entering into this contract for the purpose of carrying out the public policy of the state of North Dakota, as determined by the Governor, Legislative Assembly, agencies and courts. If this contract ceases to further the public policy of the state of North Dakota, COMMISSION, in its sole discretion, by written notice to CONTRACTOR, may terminate this contract in whole or in part.
- c. Termination for Lack of Funding or Authority. COMMISSION, by written notice to CONTRACTOR, may terminate in whole or any part of this contract, under any of the following conditions:
 - (1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
 - (2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible

for the funding proposed for payments authorized by this contract.

- (3) If any license, permit, or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause. COMMISSION may terminate this contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:

- (1) If CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by COMMISSION; or
(2) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of COMMISSION provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

XVII
NOTICE

All notices or other communications required under this contract shall be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

____ or ____
____ or ____
____ or ____

Notice provided under this provision does not meet the notice requirements for monetary claims against the state found at N.D.C.C. § 32-12.2-04.

XVIII
TAXPAYER ID

CONTRACTOR's North Dakota tax ID number is: _____
CONTRACTOR's federal employer ID number is: _____

XIX
PAYMENT OF TAXES BY COMMISSION

COMMISSION is not responsible for and will not pay local, state, or federal taxes. State sales tax exemption number is E-2001. COMMISSION will furnish certificates of exemption upon request by the CONTRACTOR.

XX
EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties. If the dates of execution are different, then the later date of execution is the effective date.

XXI
FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, flood, riot, terrorism, acts of God, or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

XXII
RENEWAL

This contract will not automatically renew. If COMMISSION desires to renew, COMMISSION will provide written notice to CONTRACTOR of its intent to renew this contract at least 60 days before the scheduled termination date.

XXIII
ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

By entering into this contract, COMMISSION does not agree to binding arbitration, mediation, or other forms of mandatory Alternative Dispute Resolution. The parties may enforce their rights and remedies in judicial proceedings. COMMISSION does not waive any right to a jury trial.

XXIV
CONFIDENTIALITY

CONTRACTOR shall not use or disclose any information it receives from COMMISSION under this contract that COMMISSION has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by COMMISSION. COMMISSION shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that COMMISSION determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. ch. 44-04. The duty of COMMISSION and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract.

XXV
COMPLIANCE WITH PUBLIC RECORDS LAWS

CONTRACTOR understands that, in accordance with the Contract's Confidentiality clause, COMMISSION must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact COMMISSION promptly upon receiving a request for information under the open records law and to comply with STATE'S instructions on how to respond to the request.

XXVI
WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment, or materials created for COMMISSION or purchased by COMMISSION under this contract belong to COMMISSION and must be immediately delivered to

COMMISSION at COMMISSION'S request upon termination of this contract. CONTRACTOR agrees that all work(s) under this contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to COMMISSION all rights and interests CONTRACTOR may have in the work(s) it prepares under this contract, including any right to derivative use of the work(s). CONTRACTOR shall execute all necessary documents to enable COMMISSION to protect its rights under this section.

XXVII
COMPLIANCE WITH FEDERAL LAWS

Contractor agrees to comply with the additional Federal requirements and standard terms and conditions found in Exhibit B.

STATE OF NORTH DAKOTA
Acting through its
N.D. Industrial Commission
Department of Mineral Resource
Oil & Gas Division

By: _____
Title: _____
DATE: _____

CONTRACTOR

By: _____
Title: _____
DATE: _____

**EXHIBIT A
LIST OF WELLS**

**EXHIBIT B
PLUGGING SPECIFICATIONS**

EXHIBIT C
FEDERAL STANDARD TERMS AND CONDITIONS

Federal Standard Terms and Conditions

SECTION 1 – DAVIS BACON ACT REQUIREMENTS

40 U.S.C. parts 3141–3144, 3146, 3147; 42 U.S.C. part 3212 The Davis-Bacon Act – Requires that all contractors and subcontractors performing construction, alteration and repair (including painting and decorating) work under federal or District of Columbia contracts in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location. Construction or renovation projects funded by federal funds, in whole or in part, are subject in their entirety to the Davis-Bacon Act as amended 40 U.S.C. parts 276(a) through 276(a5). Award recipients are required by law to furnish assurances to the Secretary of Labor that all laborers and mechanics employed by contractors or subcontractors on DOI-supported construction projects shall be paid wages at rates that are not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor.

40 U.S. Code Sec. 3141. Definitions

In this subchapter, the following definitions apply:

(1) Federal government.- The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²

(2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.- The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include-

(A) the basic hourly rate of pay; and

(B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of-

(i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and

(ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

40 U.S. Code Sec. 3142. Rate of wages for laborers and mechanics

(a) Application.- The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.

(b) Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

(c) Stipulations Required in Contract.- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that-

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) Discharge of Obligation.- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) Overtime Pay.- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

40 U.S. Code Sec. 3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

40 U.S. Code Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) Payment of Wages.-

(1) In general.- The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action.- If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.-

(1) In general.- The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts.- No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

40 U.S. Code Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

40 U.S. Code Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

40 U.S. Code Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

42 U.S. Code Sec. 3212. Maintenance of standards

All laborers and mechanics employed by contractors or subcontractors on projects assisted by the Secretary under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40. The Secretary shall not extend any financial assistance under this chapter for such a project without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this provision, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267), and section 3145 of title 40.

Wage determination website: <https://sam.gov/content/wage-determinations>

U.S. Department of Labor DBA/Prevailing Wage information can be found here:

<https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>

<https://www.dol.gov/agencies/whd/government-contracts/construction>

<https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>

SECTION 2 – BUILD AMERICA, BUY AMERICA ACT

Pub. L. No. 117-58, §§ 70901-52 Build America, Buy America (BABA) Act – The BABA strengthens the Buy American and Hire American Executive Order No, 13,858 2017, and requires that no later than May 14, 2022, the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Property solely on private land with no public access is not subject to Buy America. In addition, a Buy America waiver has been approved as described below:

The DOI is proposing a general applicability waiver of the Buy America Domestic Preference procurement requirements for DOI’s Federal Financial Assistance awards to provide recipients of financial assistance agreements with sufficient time to apply the Buy America preferences without having to disrupt current projects and to allow projects to continue to be executed swiftly without jeopardizing performance goals. This waiver action permits the use of non-domestic iron, steel, manufactured products, and construction materials in such projects that may otherwise be prohibited

under section 70914(a) during the specified time period, while recipients of DOI Federal financial assistance agreements work to incorporate the new Buy America requirements.

BABA information: <https://www.doi.gov/grants/buyamerica>

More BABA information: <https://www.epa.gov/ewsr/buy-america-baba#bil>

BABA Waiver website: <https://doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>

SECTION 3 – CONSTRUCTION PROJECTS REQUIREMENTS

40 U.S.C. parts 3701-3708 The Contract Work Hours and Safety Standards Act

(1)Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2)Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3)Withholding for unpaid wages and liquidated damages. The DOI or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4)Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1)through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5)The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOI and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

48 CFR 22.403-2 The Copeland (Anti-Kickback) Act (18 U.S.C.874 and 40 U.S.C.3145) - makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or

otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause (see 52.222-10) requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

SECTION 4 - ENVIRONMENTAL PROJECTS REQUIREMENTS

42 U.S.C. part 4321 The National Environmental Policy Act – NEPA establishes protection of the environment as a national priority and mandates that environmental impacts must be considered before any federal action likely to significantly affect the environment is undertaken.

42 U.S.C. part 7401 Clean Air Act, 33 U.S.C. part 1251 Clean Water Act, and Executive Order No. 11,738 Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts and financial assistance.

16 U.S.C. part 1531 The Endangered Species Act –Ensures that actions they authorize, fund, or carry out are not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat of such species. The law also prohibits any action that causes a "taking" of any listed species of endangered fish or wildlife. Likewise, import, export, interstate, and foreign commerce of listed species are all generally prohibited.

16 U.S.C. part 1271 The Wild and Scenic Rivers Act–Applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

42 U.S.C. part 300f The Safe Drinking Water Act of 1974–Precludes Federal assistance for any project that the United States Environmental Protection Agency (US EPA) determines may contaminate a sole source aquifer so as to threaten public health.

42 U.S.C. part 9601 The Comprehensive Environmental Response, Compensation, and Liability Act–These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

Executive Order No. 13,658, 2014 Establishing a Minimum Wage for Contractors –Establishes a minimum wage requirement for Federal contractors and subcontractors. The Order provides agencies shall, to the extent permitted by law, ensure that new covered contracts, contract-like instruments, and solicitations include a clause, which the contractor and any subcontractors shall incorporate into lower-tier subcontracts, specifying, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. part 214(c), in the performance of the contract or any subcontract.

SECTION 5 - OTHER STATUTE AND REGULATION REQUIREMENTS

2 C.F.R. part 1401 Requirements for Drug-Free Workplace – Under the Drug-Free Workplace Act of 1988, 41 U.S.C. parts 701-707 a drug-free workplace policy is required for any organizations receiving a federal financial assistance award of any size. At a minimum, such organizations must:

(1) Prepare and distribute a formal drug-free workplace policy statement. (2) Establish a drug-free awareness program. (3) Ensure that all employees working on the federal contract understand their personal reporting obligations. (4) Take direct action against an employee convicted of a work place drug violation. (5) Maintain an ongoing good faith effort to meet all the requirements of the Drug-free

Workplace Act throughout the life of the award. This rule does not apply to foreign public entities or foreign organizations.

43 C.F.R. part 18 New Restrictions on Lobbying – The Authorized Representative's signature on the application submitted to the DOI bureau or offices certifies to the statements in 43 C.F.R. part 18, Appendix A Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award, and require disclosure of the use of non-Federal funds for lobbying (31 U.S.C. part 1352). Any recipient (See Definition in 43 C.F.R. part 18.105(o)) that requests or receives (31 U.S.C. part 1352(2)(b) more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, “Disclosure of Lobbying Activities,” regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Recipient includes all contractors and subgrantees at any tier of the recipient of funds received in connection with a Federal grant, loan, or cooperative agreement. These restrictions do not apply to an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Please visit 43 C.F.R. part 18.110 Certification and Disclosure Requirements for more information.

41 U.S.C. part 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection – Applies to all awards over the simplified acquisition threshold (currently \$250,000).

41 U.S.C. part 6306 Prohibition on Members of Congress Making Contracts with Federal Government – No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public’s general benefit.

42 U.S.C. part 2000(d) Title VI of the Civil Rights Act of 1964, and the DOI implementing regulations published at 43 C.F.R. part 17 and Special Regulations at 43 C.F.R. part 4.800 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.

20 U.S.C. part 1681 Title IX of the Education Amendments of 1972, and DOI implementing regulations published at 43 C.F.R. part 41.100 prohibiting discrimination on the basis of sex in Federally assisted education programs or activities.

42 U.S.C. part 12101 The Americans with Disabilities Act of 1990 – Prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. part 794, and the DOI implementing regulations published at 43 C.F.R. part 17 subpart B prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal financial assistance.

41 C.F.R. parts 101-19.6 Accessibility Standards – For purposes of complying with the standards set forth in non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) 28 C.F.R. part 35; and Title III of the ADA 28 C.F.R. part 36. The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design,” which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.

42 U.S.C part 6101 The Age Discrimination Act of 1975, and DOI implementing regulations published at 43 C.F.R. parts 17.300-17.339 unless an exception applies in 43 C.F.R. part 17.302, the rule prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

42 U.S.C. part 2000(e) Title VII of the Civil Rights Act of 1964 – Generally prohibits employers from discriminating against employees on the basis of religion. Title VII prohibits discriminatory treatment of employees on the basis of their religious beliefs and requires employers to make reasonable accommodations for employees’ religious practices. Religious organizations, however, may be exempt from some of the prohibitions of Title VII.

Executive Order No. 11,988, 1977 Floodplain Management and **Executive Order No. 11,990, 1977 Protection of Wetlands** – Non-Federal entities must identify proposed actions in federally defined floodplains and wetlands to enable DOI to make a determination whether there is an alternative to minimize any potential harm.

Executive Order No. 11,246, 1965 Equal Employment Opportunity – Requires federally assisted construction contracts to include the nondiscrimination provisions of parts 202 and 203 of Executive Order No. 11,246 and Department of Labor regulations implementing at **41 C.F.R. part 60-1.4(b)**.

Links for Additional Information on Federal Requirements/ Standard Terms and Conditions

DOI Federal Standard Award Terms and Conditions:

<https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf>

INVITATION TO BID

The State of North Dakota, acting through the North Dakota Industrial Commission, Oil & Gas Division, invites you to submit a bid for the plugging of the following wells:

Plugging Package 5

See Attached list

To be considered, the bid must be on the form provided by the Industrial Commission, which must be fully completed in accordance with the accompanying "INSTRUCTIONS TO BIDDERS," and must be received in the Bismarck office of the Industrial Commission, Oil & Gas Division, no later than **3:00 p.m. November 22, 2022**. The Commission may reject any and all bids.

For additional information or blank bid forms, please go to the North Dakota Industrial Commission, Oil & Gas Division home page, <https://www.dmr.nd.gov/oilgas/> or contact Cody VanderBusch at (701)-328-8020.

INSTRUCTIONS TO BIDDERS

1. Form of Bids. Bids must be submitted on the attached bid form. Provide an attachment listing each wells cost + downhole salvage value and then net total. The net total should be included on the bid form. The bonds will be based on the highest cost well.
2. Submission of Bids. Bids must be enclosed in a sealed envelope, and the outside of the envelope must have the following on it:

Bid of: (Name of Contractor & Business Address)
N.D. Contractor's License No: (No. and Class of License)
Date License was Issued or Renewed: _____

Bid Package Name and Number: _____

ATTN: Mr. Cody VanderBusch
SEALED BID DO NOT OPEN

NDIC Oil & Gas Division
1016 E. Calgary Ave
Bismarck, N.D. 58503-5512
3. Examination of Site. Prospective bidders may make a visual inspection of the well and well site to ascertain the nature and location of the work and the conditions which can affect the work and its cost. The Commission is not bound by any oral statement concerning the condition of the well or well site made by its staff or agents prior to the execution of the equipment removal contract. **Note.** If no access is visible, please contact landowner before entering.
4. Bidder Qualifications. No contract will be awarded unless: (a.) the bidder holds a current contractor's license in the class within which the value of the project falls issued at least ten days prior to the date set for receiving bids, and the bid envelope contains a copy of the license or a certificate of its renewal issued by the secretary of state (N.D.C.C. §43-07-12); and (b.) the bidder files along with its bid or after being notified that it is the successful bidder, a certificate from the ND State Tax Commissioner that bidder has paid all delinquent income, sales, and use taxes, if any (N.D.C.C. § 43- 07-11.1).
5. Bid Deadline. All bids are due in the office of the Industrial Commission, Oil and Gas Division, by **3:00 p.m. November 22, 2022.** The office is at **1016 E. Calgary Ave., Bismarck, ND.** Bids received after this deadline will not be considered.
6. Review of Bids. The public opening of the bids will be held at **3:00 p.m. November 22, 2022** at the **Industrial Commission, Oil and Gas Division, 1016 E. Calgary Ave., Bismarck, ND.**
7. Withdrawal of Bids. Bids may be withdrawn by bidder's written request received prior to the time set in paragraph 5.

8. Rejection of Bids. The Commission may reject any and all bids and may waive any technical or formal defect in a bid.
9. Notification of Award. The successful bidder, if any, will be notified of the award of the work within thirty days after the bid opening.
10. Contract. The bidder whose bid is accepted must enter into a written contract with the Commission within ten days after the award is made. The contract contains, among other things, provisions requiring the contractor to acquire insurance and provide bonds in the amount of the bid.
11. Timeline. Work can't start before **January 2, 2023** and must be completed by **September 30, 2023 and invoices received by December 1, 2023.**
12. Cancellation of Award. The Commission may cancel the award of any contract at any time before execution of the contract by all parties without any liability to the Commission.
13. Title to Material and Objects on Site. The Commission has title to all confiscated equipment on the well site. Any person who removes confiscated equipment or fluids from a well or well site without permission is subject to a civil penalty, up to \$12,500 per day, to be imposed by the Commission. Any person who willfully violates this section could be guilty of a Class C Felony.
14. Bidders shall follow all federal requirements including but not limited to Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (see **Attachment A**).
15. Changes in Bid Specifications. The Commission may, during the bidding period, advise bidders of alterations to any part of the bid. All such changes are included in the work covered by the bid and are a part of the specifications.
16. Approved Procedures. Bidders must bid on the approved procedures. Cost for the required report submittals and photos shall be included in the bid.
17. Other Changes. Any changes to procedures **MUST** be approved by Commission staff. **Unapproved changes will not be reimbursed.**
18. Overtures. Only overtures that are required by the Commission shall be paid, all other costs shall be included within the bid cost. Hidden costs or undisclosed costs will not be reimbursed.
19. Completed Work. Bidders must complete the work in a timely manner to Commission requirements.

20. Well List. The Commission may at any time add or remove wells from the package due to reasons deemed appropriate by the Commission.
21. Note. Bidders must ensure they meet and follow all bidder instructions and requirements as indicated in the bidding package.

Additional information - IOGCC report on the issue of idle and orphan oil and gas wells can be found at:

https://iogcc.ok.gov/sites/g/files/gmc836/f/documents/2022/iogcc_idle_and_orphan_wells_2021_final_web_0.pdf

ATTACHMENT A
Federal Standard Terms and Conditions

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In this subchapter, the following definitions apply:

- (1) Federal government.- The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²*
- (2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.- The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include-*
 - (A) the basic hourly rate of pay; and*
 - (B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the forgoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of-*
 - (i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and*
 - (ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.*

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- (b) Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.*
- (c) Stipulations Required in Contract.- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that-*
 - (1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;*
 - (2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and*
 - (3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor*

on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) Discharge of Obligation.- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) Overtime Pay.- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

40 U.S. Code Sec. 3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

40 U.S. Code Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) Payment of Wages.-

(1) In general.- The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action.- If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.-

(1) In general.- The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts.- No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

40 U.S. Code Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

40 U.S. Code Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

40 U.S. Code Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

42 U.S. Code Sec. 3212. Maintenance of standards

All laborers and mechanics employed by contractors or subcontractors on projects assisted by the Secretary under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40. The Secretary shall not extend any financial assistance under this chapter for such a project without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this provision, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267), and section 3145 of title 40.

Wage determination website: <https://sam.gov/content/wage-determinations>

U.S. Department of Labor DBA/Prevailing Wage information can be found here:

<https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>

<https://www.dol.gov/agencies/whd/government-contracts/construction>

<https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>

SECTION 2 – BUILD AMERICA, BUY AMERICA ACT

Pub. L. No. 117-58, §§ 70901-52 Build America, Buy America (BABA) Act – The BABA strengthens the Buy American and Hire American Executive Order No, 13,858 2017, and requires that no later than May 14, 2022, the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Property solely on private land with no public access is not subject to Buy America. In addition, a Buy America waiver has been approved as described below:

The DOI is proposing a general applicability waiver of the Buy America Domestic Preference procurement requirements for DOI’s Federal Financial Assistance awards to provide recipients of financial assistance agreements with sufficient time to apply the Buy America preferences without having to disrupt current projects and to allow projects to continue to be executed swiftly without jeopardizing performance goals. This waiver action permits the use of non-domestic iron, steel, manufactured products, and construction materials in such projects that may otherwise be prohibited under section 70914(a) during the specified time period, while recipients of DOI Federal financial assistance agreements work to incorporate the new Buy America requirements.

BABA information: <https://www.doi.gov/grants/buyamerica>

More BABA information: <https://www.epa.gov/cwsrf/build-america-buy-america-baba#bil>

BABA Waiver website: <https://doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>

SECTION 3 – CONSTRUCTION PROJECTS REQUIREMENTS

40 U.S.C. parts 3701-3708 The Contract Work Hours and Safety Standards Act

(1)Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The DOI or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOI and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

48 CFR 22.403-2 The Copeland (Anti-Kickback) Act (18 U.S.C.874 and 40 U.S.C.3145) - makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause (see 52.222-10) requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

SECTION 4 - ENVIRONMENTAL PROJECTS REQUIREMENTS

42 U.S.C. part 4321 The National Environmental Policy Act – NEPA establishes protection of the environment as a national priority and mandates that environmental impacts must be considered before any federal action likely to significantly affect the environment is undertaken.

42 U.S.C. part 7401 Clean Air Act, 33 U.S.C. part 1251 Clean Water Act, and Executive Order No. 11,738 Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts and financial assistance.

16 U.S.C. part 1531 The Endangered Species Act – Ensures that actions they authorize, fund, or carry out are not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat of such species. The law also prohibits any action that causes a "taking" of any listed species of endangered fish or wildlife. Likewise, import, export, interstate, and foreign commerce of listed species are all generally prohibited.

16 U.S.C. part 1271 The Wild and Scenic Rivers Act–Applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

42 U.S.C. part 300f The Safe Drinking Water Act of 1974–Precludes Federal assistance for any project that the United States Environmental Protection Agency (US EPA) determines may contaminate a sole source aquifer so as to threaten public health.

42 U.S.C. part 9601 The Comprehensive Environmental Response, Compensation, and Liability Act–These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

Executive Order No. 13,658, 2014 Establishing a Minimum Wage for Contractors –Establishes a minimum wage requirement for Federal contractors and subcontractors. The Order provides agencies shall, to the extent permitted by law, ensure that new covered contracts, contract-like instruments, and solicitations include a clause, which the contractor and any subcontractors shall incorporate into lower-tier subcontracts, specifying, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. part 214(c), in the performance of the contract or any subcontract.

SECTION 5 - OTHER STATUTE AND REGULATION REQUIREMENTS

2 C.F.R. part 1401 Requirements for Drug-Free Workplace – Under the Drug-Free Workplace Act of 1988, 41 U.S.C. parts 701-707 a drug-free workplace policy is required for any organizations receiving a federal financial assistance award of any size. At a minimum, such organizations must:

(1) Prepare and distribute a formal drug-free workplace policy statement. (2) Establish a drug-free awareness program. (3) Ensure that all employees working on the federal contract understand their personal reporting obligations. (4) Take direct action against an employee convicted of a work place drug violation. (5) Maintain an ongoing good faith effort to meet all the requirements of the Drug-free Workplace Act throughout the life of the award. This rule does not apply to foreign public entities or foreign organizations.

43 C.F.R. part 18 New Restrictions on Lobbying – The Authorized Representative's signature on the application submitted to the DOI bureau or offices certifies to the statements in 43 C.F.R. part 18, Appendix A Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award, and require disclosure of the use of non-Federal funds for lobbying (31 U.S.C. part 1352). Any recipient (See Definition in 43 C.F.R. part 18.105(o)) that requests or receives (31 U.S.C. part 1352(2)(b)) more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, “Disclosure of Lobbying Activities,” regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Recipient includes all contractors and subgrantees at any tier of the recipient of funds received in connection with a Federal grant, loan, or cooperative agreement. These restrictions do not apply to an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Please visit 43 C.F.R. part 18.110 Certification and Disclosure Requirements for more information.

41 U.S.C. part 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection – Applies to all awards over the simplified acquisition threshold (currently \$250,000).

41 U.S.C. part 6306 Prohibition on Members of Congress Making Contracts with Federal Government – No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public’s general benefit.

42 U.S.C. part 2000(d) Title VI of the Civil Rights Act of 1964, and the DOI implementing regulations published at 43 C.F.R. part 17 and Special Regulations at 43 C.F.R. part 4.800 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.

20 U.S.C. part 1681 Title IX of the Education Amendments of 1972, and DOI implementing regulations published at 43 C.F.R. part 41.100 prohibiting discrimination on the basis of sex in Federally assisted education programs or activities.

42 U.S.C. part 12101 The Americans with Disabilities Act of 1990 – Prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. part 794, and the DOI implementing regulations published at 43 C.F.R. part 17 subpart B prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal financial assistance.

41 C.F.R. parts 101-19.6 Accessibility Standards – For purposes of complying with the standards set forth in non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) 28 C.F.R. part 35; and Title III of the ADA 28 C.F.R. part 36. The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design,” which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.

42 U.S.C part 6101 The Age Discrimination Act of 1975, and DOI implementing regulations published at 43 C.F.R. parts 17.300-17.339 unless an exception applies in 43 C.F.R. part 17.302, the rule prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

42 U.S.C. part 2000(e) Title VII of the Civil Rights Act of 1964 – Generally prohibits employers from discriminating against employees on the basis of religion. Title VII prohibits discriminatory treatment of employees on the basis of their religious beliefs and requires employers to make reasonable accommodations for employees’ religious practices. Religious organizations, however, may be exempt from some of the prohibitions of Title VII.

Executive Order No. 11,988, 1977 Floodplain Management and **Executive Order No. 11,990, 1977 Protection of Wetlands** – Non-Federal entities must identify proposed actions in federally defined floodplains and wetlands to enable DOI to make a determination whether there is an alternative to minimize any potential harm.

Executive Order No. 11,246, 1965 Equal Employment Opportunity – Requires federally assisted construction contracts to include the nondiscrimination provisions of parts 202 and 203 of Executive Order No. 11,246 and Department of Labor regulations implementing at 41 C.F.R. part 60-1.4(b).

Links for Additional Information on Federal Requirements/ Standard Terms and Conditions

DOI Federal Standard Award Terms and Conditions: <https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf>

ATTACHMENT B

Package 5 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
5848	MAHONEY 2	AB	BOTTINE AU	12-163-81	SWSW	Kuroki	48.95377635	-101.122703
14709	STAVENS 14-1	AB	BOTTINE AU	14-163-81	NENE	Kuroki	48.95015912	-101.1275691
15643	CAMERON 1	AB	BOTTINE AU	1-163-81	SWSW	Kuroki	48.96725085	-101.1217231
17611	STAVENS 1 HZ	AB	BOTTINE AU	11-163-81	SESE	Kuroki	48.95427205	-101.1268584
17653	CAMERON 1 HZ	AB	BOTTINE AU	1-163-81	SWSW	Kuroki	48.96725935	-101.121065
18264	CAMERON 1-11 H	AB	BOTTINE AU	1-163-81	NESW	Kuroki	48.97106036	-101.115595
18962	LODOEN 11-7H	AB	BOTTINE AU	11-163-81	SWNE	Kuroki	48.96005409	-101.1314449
19062	WRIGHT 12-12H	AB	BOTTINE AU	12-163-81	SWNW	Kuroki	48.95916507	-101.1227948
19229	CAMERON 1-14	AB	BOTTINE AU	1-163-81	SESW	Kuroki	48.96685332	-101.1154632
19463	CAMERON 1 - 12	AB	BOTTINE AU	1-163-81	NWSW	Kuroki	48.97079796	-101.1204432
21279	WRIGHT 12-10	AB	BOTTINE AU	12-163-81	NESE	Kuroki	48.95539695	-101.1077895
90094	DEMARS WSW 1	AB	BOTTINE AU	12-163-81	NENW	Kuroki	48.96429901	-101.1152035
5478	MOORE-JENSEN 1-R	AB	BOTTINE AU	15-162-80	SESW	South Westhope	48.85157772	-101.0295283
5848	MOORE-JENSEN 2-R	AB	BOTTINE AU	15-162-80	NWSW	South Westhope	48.85606105	-101.0350145
10219	MARTIN 1	AB	BOTTINE AU	2-162-80	SWSE	South Westhope	48.88069626	-101.0024372

ATTACHMENT C
Pugging Procedures

PLUGGING SPECIFICATIONS

SUBJECT WELL

Mahoney #2
Well File# 5848
SW SW 12-163-81
Field: Kuroki
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 255'
4.5" production casing @ 3455
Packer Depth- 3379' (?) 2 3/8" Sealtite Tubing(?)
Gross perfs 3390-3408'
Pierre Top @ 200'
Mowry Top @ 2016'
Has CBL and TOC- 2810'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 4.5" casing to top perfs @ 3990'. TOH with bit & scraper.
8. Set CICR @ 3,940'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Has CBL. Inadequate Cement.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 30sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2016'. Set CIBP @ 2116' if casing test failed. Perf @ 2066'. Set CICR @ 1966'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry.
15. Mowry top @ 2016'. Set CIBP @ 2066' if casing test failed. Balance 30sx Class G cement @ 2066'.
16. Pierre top @ 200'. SC @ 255'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 355' if casing test failed. Perf @ 305'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 255'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.

21. Dig up and pull out dead men.
 22. File form 7 plugging report upon completion of plugging.
-
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Stavens #14-1
Well File# 14709
14-163-81 NE NE
Field: Kuroki
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 300'.
5.5" production casing @ 3470'.
Packer Depth- 3327'(ADI pkr,) 2 3/8" Sealtite Tubing(?)
Perfs- 3409-3414'.
Pierre Top @ 200'
Mowry Top @ 2026'
Has CBL and TOC- 1560'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release packer and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 3409'. TOH with bit & scraper.
8. Set CICR @ 3,359'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Has CBL. TOC- 1560'.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR..
13. Mowry top @ 2026'. Set CIBP @ 2076' if casing test failed. Balance 35sx Class G cement @ 2076'.
14. Pierre top @ 200'. SC @ 300'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
15. Set CIBP @ 400' if casing test failed. Perf @ 350'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
16. If circulation is not achieved, set CICR @ 300'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
17. Perf @ 90'. Circulate good cement to surface.
18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
19. Dig up and pull out dead men.
20. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Cameron #1
Well File# 15643
1-163-81 SW SW
Field: Kuroki
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 331'.
5.5" production casing @ 3455'.
Packer Depth- 3326'(ADI pkr, tension,) 2 3/8" Duraseal Tubing.
Perfs- 3380-3390'.
Pierre Top @ 200'
Mowry Top @ 2005'
Has CBL and TOC- 1750'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release packer and pull tubing.
7. TIH with bit & scraper for 5.5" casing to top perfs @ 3380'. TOH with bit & scraper.
8. Set CICR @ 3,350'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Has CBL. TOC- 1750'.
12. RU cement equipment. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR..
13. Mowry top @ 2005'. Set CIBP @ 2055' if casing test failed. Balance 35sx Class G cement @ 2055'.
14. Pierre top @ 200'. SC @ 331'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
15. Set CIBP @ 431' if casing test failed. Perf @ 381'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
16. If circulation is not achieved, set CICR @ 331'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
17. Perf @ 90'. Circulate good cement to surface.
18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
19. Dig up and pull out dead men.
20. File form 7 plugging report upon completion of plugging.

- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Stavens #1 HZ
Well File# 17611
11-163-81 SE SE
Field: Kuroki
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 533'.
5.5" production casing @ 3681'.
KOP 2906'.
Perfs- 3681-5748'.
Pierre Top @ 200'
Mowry Top @ 2001'
Has CBL and TOC- 2075'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 2910'. TOH with bit & scraper.
 8. Set CIBP @ 2906'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 2075'.
 12. RU cement equipment. Balance 35 sx on top of CIBP at 2906'. TOH with work string.
 13. Mowry top @ 2001'. Set CIBP @ 2101' if casing test failed. Perf at 2051'. Set CICR at 1951', squeeze 100 sx (90 sx in, 10 sx on top). TOH.
 14. Pierre top @ 200'. SC @ 533'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 633' if casing test failed. Perf @ 583'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 533'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be

plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Cameron #1 HZ
Well File# 17653
1-163-81 SW SW
Field: Kuroki
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 867'.
5.5" production casing @ 3599'.
KOP 2960'.
Perfs- 3599-5764'.
Pierre Top @ 200'
Mowry Top @ 1998'
Has CBL and TOC- 2076'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 2965'. TOH with bit & scraper.
 8. Set CIBP @ 2960'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 2076'.
 12. RU cement equipment. Balance 35 sx on top of CIBP at 2960'. TOH with work string.
 13. Mowry top @ 1998'. Set CIBP @ 2098' if casing test failed. Perf at 2048'. Set CICR at 1948', squeeze 100 sx (90 sx in, 10 sx on top). TOH.
 14. Pierre top @ 200'. SC @ 867'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 967' if casing test failed. Perf @ 917'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 867'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be

plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Cameron #1-11 H
Well File# 18264
1-163-81 NE SW
Field: Kuroki
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 521'.
5.5" production casing @ 3616'.
KOP 2934'. CIBP @ 3210', w 5 sx cement on top.
Perfs- 3616-5778'.
Pierre Top @ 204'
Mowry Top @ 1982'
Has CBL and TOC- 1361'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to top of cement on top of CIBP at 3210'. Tag. TOH with bit & scraper.
 8. TIH to just above tag spot.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 1361'.
 12. RU cement equipment. Balance 35 sx on top of tagged cement on top of CIBP at 3210'. TOH with work string.
 13. Mowry top @ 1982'. Set CIBP @ 2082' if casing test failed. Balance 35 sx on top of CIBP at 2082'. TOH.
 14. Pierre top @ 204'. SC @ 521'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 621' if casing test failed. Perf @ 571'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 521'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the

Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Lodoen #11-7H
Well File# 18962
11-163-81 SW NE
Field: Kuroki
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 503'.
5.5" production casing @ 3638'.
KOP 3001'.
Perfs- 3628-5880'.
Pierre Top @ 196'
Mowry Top @ 2017'
Has CBL and TOC- 1728'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 3005'. TOH with bit & scraper.
 8. TIH to 3001', set CIBP.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 1728'.
 12. RU cement equipment. Balance 35 sx on top of CIBP at 3001'. TOH with work string.
 13. Mowry top @ 2017'. Set CIBP @ 2067' if casing test failed. Balance 35 sx at 2067'. TOH.
 14. Pierre top @ 196'. SC @ 503'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 603' if casing test failed. Perf @ 553'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 503'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be

plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Wright #12-12H
Well File# 19062
12-163-81 SW NW
Field: Kuroki
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 508'.
5.5" production casing @ 3708'.
KOP 2878'.
Perfs- 3708-5950'.
Pierre Top @ 196'
Mowry Top @ 2011'
Has CBL and TOC- 1855'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 2885'. TOH with bit & scraper.
 8. TIH to 2880', set CIBP.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 1855'.
 12. RU cement equipment. Balance 35 sx on top of CIBP at 2880'. TOH with work string.
 13. Mowry top @ 2011'. Set CIBP @ 2100' if casing test failed. Balance 35 sx at 2100'. TOH.
 14. Pierre top @ 196'. SC @ 508'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 608' if casing test failed. Perf @ 558'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 508'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be

plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Cameron #1-14
Well File# 19229
1-163-81 SE SW
Field: Kuroki
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 555'.
5.5" production casing @ 3555'.
AD-1 packer @ 3551'. J-55 Duraseal 2 3/8".
Perfs- 3381-3404.
Pierre Top @ 198'
Mowry Top @ 1991'
Has CBL and TOC- 1426'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 3381'. TOH with bit & scraper.
 8. Set CICR @ 3331'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 1426'.
 12. RU cement equipment. 100 sx squeeze (90 sx in, 10 sx on top). If tight, may sting out and dump 35 sx on top. TOH.
 13. Mowry top @ 1991'. Set CIBP @ 2041' if casing test failed. Balance 35 sx at 2041'. TOH.
 14. Pierre top @ 198'. SC @ 555'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 655' if casing test failed. Perf @ 605'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 555'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be

plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Cameron #1-12
Well File# 19463
1-163-81 NW SW
Field: Kuroki
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 520'.
5.5" production casing @ 3505'.
AD-1 packer @ 3354'. J-55 Duraseal tubing.
Perfs- 3386-3400.
Pierre Top @ 206'
Mowry Top @ 2005'
Has CBL and TOC- 1273'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to 3386'. TOH with bit & scraper.
 8. Set CICR @ 3336'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 1273'.
 12. RU cement equipment. 100 sx squeeze (90 sx in, 10 sx on top). If tight, may sting out and dump 35 sx on top. TOH.
 13. Mowry top @ 2005'. Set CIBP @ 2055' if casing test failed. Balance 35 sx at 2055'. TOH.
 14. Pierre top @ 206'. SC @ 520'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 620' if casing test failed. Perf @ 570'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 520'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be

plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Wright #12-10
Well File# 21279
12-163-81 NE SE
Field: Kuroki
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 515'.
5.5" production casing @ 3610'.
CIBP @ 3400', / 5 sx on top.
Perfs- 3421-3435'.
Pierre Top @ 203'
Mowry Top @ 2006'
Has CBL and TOC- 1228'

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.

3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release packer and pull tubing.
 7. TIH with bit & scraper for 5.5" casing to top of 5 sx cement on top of CIBP @ 3400'. Tag cement. TOH with bit & scraper.
 8. TIH to top of tagged cement.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 1228'.
 12. RU cement equipment. Balance 35 sx on top of tagged cement. TOH.
 13. Mowry top @ 2006'. Set CIBP @ 2056' if casing test failed. Balance 35 sx at 2056'. TOH.
 14. Pierre top @ 203'. SC @ 515'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 15. Set CIBP @ 615' if casing test failed. Perf @ 565'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 16. If circulation is not achieved, set CICR @ 515'. Mix 60sx of Class G cement. Squeeze 50sx through the CICR. Sting out and leave 10sx on of the CICR.
 17. Perf @ 90'. Circulate good cement to surface.
 18. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 19. Dig up and pull out dead men.
 20. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be

plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Demars WSW #1
Well File# 90094
12-163-81 NE NW
Field: Kuroki
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 371'
4.5" production casing @ 2434'
Gross perms 2190-2370'.
AD-1 Packer @ 2128'. 2 3/8" Duraseal tubing
Pierre Top @ 200'
Mowry Top @ 1983'
IK Top @ 2190'
Has CBL. TOC- 2131'.

SPECIFICATIONS

- A. The contractor must be prepared to, and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg. Must call State Hand at least 24 hrs prior to moving onto location.

1. Test deadmen anchors, MIRU, make sure well is dead.

2. Dig out surface casing valves and bleed off.
 3. Bleed off casing and tubing (if present) to hot truck.
 4. Pull rods from hole.
 5. Nipple down wellhead and nipple up BOP.
 6. Release TAC and pull tubing.
 7. TIH with bit & scraper for 4.5" casing to top perfs @ 2190'. TOH with bit & scraper.
 8. Set CICR @ 2140'.
 9. Roll the hole with clean 10# salt water.
 10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
 11. Has CBL. TOC- 2131'.
 12. RU cement equipment. Establish injection rate. Mix 120sx Class G. Squeeze 90sx through the CICR. Sting out & leave 30sx on top of CICR. TOH with work string. If a rate cannot be established, sting out and balance 35sx on top of the CICR.
 13. Pierre top @ 200'. SC @ 371'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
 14. Set CIBP @ 471' if casing test failed. Perf @ 421'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
 15. If circulation is not achieved, set CICR @ 371'. Mix 60 sx of Class G cement. Squeeze 50sx through the CICR. Sting out and circulate good cement to surface.
 16. Rig down BOP and rig. Must wait at least 24 hrs to cut. Cut casing off 4' below surface. Weld cap, with well file # and date, on and bury.
 17. Dig up and pull out dead men.
 18. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be

plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.

- F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.

- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Moore-Jensen 1-R
Well File# 5478
SESW 15-162N-80W
Field: South Westhope
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 194'
4.5" production casing @ 3487'
Gross perms 3409' – 3428'
Pierre Top @ 280'
Mowry Top @ 2038'
No CBL

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 4.5" casing to top perfs @ 3409'. TOH with bit & scraper.
8. Set CICR @ 3359'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL.
12. RU cement equipment for squeeze @ 3359'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2038'. Set CIBP @ 2138' if casing test failed. Perf @ 2038'. Set CICR @ 1938'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
15. Mowry top @ 2038'. Set CIBP @ 2138' if casing test failed. Balance 25sx Class G cement @ 2138'.
16. Pierre top @ 280'. SC @ 194'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 380' if casing test failed. Perf @ 330'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 180'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
21. Dig up and pull dead men.

22. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Moore-Jensen 2-R
Well File# 5480
NWSW 15-162N-80W
Field: South Westhope
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 191'
4.5" production casing @ 3457'
Gross perms 3408' – 3412'
Pierre Top @ 280'
Mowry Top @ 2038'
No CBL

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 4.5" casing to top perfs @ 3408'. TOH with bit & scraper.
8. Set CICR @ 3358'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL.
12. RU cement equipment for squeeze @ 3358'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2038'. Set CIBP @ 2138' if casing test failed. Perf @ 2038'. Set CICR @ 1938'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
15. Mowry top @ 2038'. Set CIBP @ 2138' if casing test failed. Balance 25sx Class G cement @ 2138'.
16. Pierre top @ 280'. SC @ 191'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 380' if casing test failed. Perf @ 330'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 180'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
21. Dig up and pull dead men.

22. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

PLUGGING SPECIFICATIONS

SUBJECT WELL

Martin 1
Well File# 10219
SWSE 2-162N-80W
Field: South Westhope
Bottineau County, ND

INTRODUCTION

The objective of this project is to plug the above referenced well in compliance with requirements of Chapter **43-02-03** of the North Dakota Administrative Code.

WELL DATA

8 5/8" surface casing @ 293'
4.5" production casing @ 3449'
Gross perfs 3394' – 3398'
Pierre Top @ 280'
Mowry Top @ 2042'
No CBL

SPECIFICATIONS

- A. The contractor must be prepared to and shall control any blow/flow from the well to minimize surface damage and to limit liabilities.
- B. Contractor shall arrange for all tools, equipment, products, fluids, and any other items required to properly plug this well. Contractor is responsible for disposal of all fluids.
- C. Once plugging procedures begin, these specifications are subject to change with approval of the NDIC Oil & Gas Division field inspector if down-hole conditions warrant.

D. Plugging Procedure:

Note: All cement must be API Class G or Premium 15.8 ppg.

1. Test deadmen anchors, MIRU, make sure well is dead.
2. Dig out surface casing valves and bleed off.
3. Bleed off casing and tubing (if present) to hot truck.

4. Pull rods from hole.
5. Nipple down wellhead and nipple up BOP.
6. Release TAC and pull tubing.
7. TIH with bit & scraper for 4.5" casing to top perfs @ 3394'. TOH with bit & scraper.
8. Set CICR @ 3344'.
9. Roll the hole with clean 10# salt water.
10. Pressure test casing to 1000 psi. If casing fails pressure test, CIBP's will be required under all balance plugs and squeezes until a casing test can be achieved.
11. Run CBL.
12. RU cement equipment for squeeze @ 3344'. Establish injection rate. Mix 100sx Class G. Squeeze 90sx through the CICR. Sting out & leave 10sx on top of CICR. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
13. If the cement top is not across the Mowry, proceed with step 14. If the cement top is across the Mowry, proceed with step 15.
14. Mowry top @ 2042'. Set CIBP @ 2142' if casing test failed. Perf @ 2042'. Set CICR @ 1942'. Mix 100sx Class G cement. Squeeze 90sx through the CICR. Sting out and leave 10sx on top the CICR to cover the Mowry. If a rate cannot be established, sting out and balance 25sx on top of the CICR.
15. Mowry top @ 2042'. Set CIBP @ 2142' if casing test failed. Balance 25sx Class G cement @ 2142'.
16. Pierre top @ 280'. SC @ 293'. If SC is set into the Pierre, Perf 50' below the SC depth. If SC is not set into the Pierre, perf 50' below the top of the Pierre. Proceed to step 17.
17. Set CIBP @ 393' if casing test failed. Perf @ 343'. TOH. Tie onto wellhead with cement equipment. Attempt to circulate FW. If circulation is achieved, switch to cement & circulate good cement to surface.
18. If circulation is not achieved, set CICR @ 193'. Mix 50sx of Class G cement. Squeeze 45sx through the CICR. Sting out and leave 5sx on of the CICR.
19. Perf @ 90'. Circulate good cement to surface.
20. Rig down BOP and rig. Cut casing off 4' below surface. Weld cap on and bury.
21. Dig up and pull dead men.

22. File form 7 plugging report upon completion of plugging.
- E. Certain information from NDIC files concerning the well is represented in the WELL DATA paragraph. The information represents, to the best of the Commission's knowledge, the well bore and well site conditions of the well to be plugged. Actual conditions may be different. The complete well file may be examined at the Bismarck office of the NDIC Oil & Gas Division, 1016 East Calgary Avenue, Bismarck, ND.
 - F. Contractor shall notify the Commission 48 hours before commencing the plugging operations.
 - G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of the Commission's final acceptance of the plugging. Contractor shall bear the entire cost and expense of all repairs that may, from any imperfection in work or material, be necessary within that time. Contractor shall not be liable for equipment, material, or workmanship supplied by the Commission.

BID

Bid for plugging of the following well sites:

See attached list of wells

Being fully familiar with the local conditions affecting the performance of the contract and having carefully examined the INVITATION TO BID, INSTRUCTIONS TO BIDDERS, PLUGGING SPECIFICATIONS, PLUGGING CONTRACT, LABOR AND MATERIAL PAYMENT BOND and PERFORMANCE BOND bidder proposes and agrees to do all work called for in the specifications and contract and to furnish the services, equipment, and labor necessary for the full completion of the work for the lump sum price of _____ dollars (\$).

Contractor hereby agrees that it shall comply with all Federal requirements including Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (as noted in **Attachment A** of Bid Notification).

If the bidder's bid is accepted, the Industrial Commission will inform the bidder in writing within thirty days after the bid opening. Within ten days after receipt of such a notice, bidder will appear in the office of the North Dakota Industrial Commission, Oil and Gas Division, and execute the Plugging Contract. Bidder agrees that if bidder fails to enter into a contract, bidder is liable to the Commission for all expenses incurred by and damages suffered by the Commission as a result of the failure.

Dated this _____ day of _____ 2022.

Name of Bidder

Signature

Business Address

Business Telephone Number

Email

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we _____
 _____ (Principal), and _____
 _____, a corporation licensed to do business as a surety under the laws of the
 State of North Dakota, (Surety), are held and firmly bound unto the State of North Dakota in the full and just
 sum of _____ **AND NO/100 DOLLARS (\$.00)**, to be paid to the State of North
 Dakota or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors and
 assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of North Dakota, acting by and through
 the North Dakota Industrial Commission, dated _____ for plugging of the following
 wells:

See Bid Notification, Attachment B

WHEREAS, it is one of the conditions of the award of the contract pursuant to statutes that this bond be
 executed.

NOW THEREFORE, the conditions of this obligation are such that if the Principal shall duly and promptly
 pay all laborers, mechanics, subcontractors and material men who perform work or furnish material under the
 contract and all persons who shall supply the Principal or the subcontractor with materials, services, bonds and
 insurance for the carrying on of the work, then this obligation shall be void; otherwise it shall remain in full force
 and effect.

The Surety hereby waives notice of any extension of time and any alterations made in the terms of the
 contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract
 sum by more than 10%.

<p>FOR STATE USE ONLY:</p> <p>Surety is licensed in ND: _____</p> <p>Date verified: _____</p> <p>Verified by: _____</p>	<p>Contractor: _____</p> <hr/> <p style="text-align: center;">Signature</p> <hr/> <p style="text-align: center;">Date</p> <hr/> <p>Surety: _____</p> <hr/> <p style="text-align: center;">Date</p> <hr/> <p>By: _____</p> <p style="text-align: center;">Attorney-in-fact (Seal and Signature)</p> <hr/> <p style="text-align: center;">Agency</p> <hr/> <p style="text-align: center;">Address</p>
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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that _____
 _____ (Principal), and _____
 _____, a corporation licensed to do business as a surety under the laws of the State of North Dakota,
 (Surety), are held and firmly bound unto the State of North Dakota in the full and just sum of
 _____ **AND NO /100 DOLLARS (\$.00)**, to be paid to the State
 of North Dakota or its assigns, to which payment we bind ourselves, heirs, executors, administrators, successors
 and assigns, jointly, severally, firmly by this bond.

WHEREAS, the Principal has entered into a contract with the State of North Dakota, acting by and through
 the North Dakota Industrial Commission, dated _____ for plugging of the following
 wells:

See Bid Notification, Attachment B

WHEREAS, it is one of the conditions of the award of the contract pursuant to statutes that this bond be
 executed.

NOW THEREFORE, the conditions of this obligation are such that if the above Principal shall promptly
 and faithfully perform all of the provisions of the contract, and all obligations thereunder including the
 specifications, and any alterations provided for, and shall in a manner satisfactory to the State of North Dakota,
 complete the work contracted for including any alterations, and shall hold harmless the State of North Dakota
 from any expense incurred through the failure of the Principal to complete the work as specified, then this
 obligation shall be void; otherwise it shall remain in full force and effect.

The surety hereby waives notice of any extension of time and any alterations made in the terms of the
 contract, unless the cumulative cost of such alterations cause the total project cost to exceed the original contract
 sum by more than 10%.

FOR STATE USE ONLY:	Contractor: _____
	Signature
Surety is licensed in ND:	Date
Date verified: _____	Surety: _____
Verified by:	Date
	By: _____ Attorney-in-fact (Seal and Signature)
	Agency
	Address

WELL PLUGGING CONTRACT

The parties to this contract are the State of North Dakota, acting through the North Dakota Industrial Commission, Department of Mineral Resources, Oil and Gas Division, (COMMISSION) and [contractor's legal name and address] (CONTRACTOR);

I SCOPE OF SERVICES

CONTRACTOR, in exchange for the compensation paid by COMMISSION, shall provide all materials and labor necessary for and shall perform the work described in the Plugging Specifications, attached hereto as Exhibit A and incorporated into this contract, for the following wells:

See attached list of wells.

II TIME FOR COMPLETION

CONTRACTOR shall complete the work under this contract must be completed by **September 1, 2023** and all invoices must be received by **December 1, 2023**. There is an urgency by the Commission to get the work done in a timely and effective manner.

III COMPENSATION

COMMISSION will pay the CONTRACTOR for the services provided under this contract an amount not to exceed _____ Dollars (\$_____.00), to be paid within thirty days after COMMISSION has accepted the work. If COMMISSION determines, in its sole discretion, that the well cannot be removed according to the Plugging Specifications attached hereto as Exhibit A, COMMISSION may modify the Plugging Specifications to ensure the well site is properly reclaimed by CONTRACTOR. If such modifications result in increased material and labor costs, CONTRACTOR's compensation will be increased by an amount equal to the usual and customary charges as determined by COMMISSION, for the additional material and labor. In the case where such modifications result in decreased material and labor costs, CONTRACTOR's compensation will be decreased by an amount based on the usual and customary changes relative to the material and labor expenses, as determined by COMMISSION.

IV CONTRACT DOCUMENTS

The contract documents that accompany this contract are the Invitation to Bid, Instructions to Bidder, Bid Form, Plugging Specifications and Contractor's Performance Bond and Labor and Materials Payment Bond and are incorporated as part of the contract. In the event of any inconsistency or conflict among the documents making up this contract, the terms of the contract shall control.

V LIABILITY AND INDEMNITY

CONTRACTOR agrees to defend, indemnify, and hold harmless the state of North Dakota, its agencies, officers and employees (State), from claims resulting from the performance of CONTRACTOR or its agent, including all costs, expenses and attorneys' fees, which may in any manner result from or arise out of this contract, except claims based upon the State's sole negligence or intentional misconduct. The legal defense provided by CONTRACTOR to the State under this

provision must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary. Any attorney appointed to represent the State must first qualify as and be appointed by the North Dakota Attorney General as a Special Assistant Attorney General as required under N.D.C.C. § 54-12-08. CONTRACTOR also agrees to reimburse the State for all costs, expenses and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of this agreement.

VI INSURANCE

CONTRACTOR shall secure and keep in force during the term of this agreement and CONTRACTOR shall require all subcontractors, prior to commencement of an agreement between CONTRACTOR and the subcontractor, to secure and keep in force during the term of this agreement, from insurance companies, government self-insurance pools, or government self-retention funds authorized to do business in North Dakota, the following insurance coverage:

- 1) Commercial general liability, including premises or operations, contractual, and products or completed operations coverages (if applicable), with minimum liability limits of \$1,000,000 per occurrence.
- 2) Automobile liability, including Owned (if any), Hired, and Non-Owned automobiles, with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) Workers compensation coverage meeting all statutory requirements. The policy shall provide coverage for all states of operation that apply to the performance of this contract.
- 4) Employer's liability or "stop gap" insurance of not less than \$1,000,000 as an endorsement on the workers compensation or commercial general liability insurance.
- 5) Contractor's Pollution Liability coverage for Personal Injury, Property Damage and Cleanup Cost arising from pollution conditions caused by the operations of the Contractor for limits of \$1,000,000. Occurrence coverage is preferred but coverage may be provided on a claims-made form that includes a three-year tail coverage endorsement. Coverage shall include contractual liability coverage for claims arising out of liability of subcontractors, loading and unloading, unlimited complete operations, and non-owned disposal site coverage.

The insurance coverages listed above must meet the following additional requirements:

- 1) Any deductible or self-insured retention amount or other similar obligation under the policies shall be the sole responsibility of CONTRACTOR. The amount of any deductible or self-retention is subject to approval by COMMISSION;
- 2) This insurance may be in policy or policies of insurance, primary and excess, including the so-called umbrella or catastrophe form and must be placed with insurers rated "A-" or better by A.M. Best Company, Inc., provided any excess policy follows form for coverage. Less than an "A-" rating must be approved by the COMMISSION. The policies shall be in form and terms approved by COMMISSION.
- 3) COMMISSION will be defended, indemnified, and held harmless to the full extent of any coverage actually secured by CONTRACTOR in excess of the minimum requirements set forth above. The duty to indemnify COMMISSION under this agreement shall not be

limited by the insurance required by this agreement.

- 4) The State of North Dakota and its agencies, officers, and employees (State) shall be endorsed on the commercial general liability policy, including any excess policies (to the extent applicable), as additional insured. The State shall have all the benefits, rights, and coverage of an additional insured under these policies that shall not be limited to the minimum limits of insurance required by this agreement or by the contractual indemnity obligations of the Contractor.
- 5) The insurance required in this agreement, through a policy or endorsement, shall include:
 - a) A “Waiver of Subrogation” waiving any right to recovery the insurance company may have against the State;
 - b) A provision that CONTRACTOR’s insurance coverage shall be primary (i.e. pay first) as respects any insurance, self-insurance, or self-retention maintained by the State and that any insurance, self-insurance, or self-retention maintained by the State shall be in excess of the CONTRACTOR’s insurance and shall not contribute with it;
 - c) Cross liability/severability of interest for all policies and endorsements;
 - d) The legal defense provided to the State under the policy and any endorsements must be free of any conflicts of interest, even if retention of separate legal counsel for the State is necessary; and
 - e) The insolvency or bankruptcy of the insured CONTRACTOR shall not release the insurer from payment under the policy, even when such insolvency or bankruptcy prevents the insured CONTRACTOR from meeting the retention limit under the policy.
- 6) CONTRACTOR shall furnish a certificate of insurance to the undersigned State representative prior to commencement of this agreement. All endorsements shall be provided as soon as practicable.
- 7) Failure to provide insurance as required in this contract is a material breach of contract entitling COMMISSION to terminate this contract immediately.
- 8) CONTRACTOR shall provide at least 30-day notice of any cancellation or material change to the policies or endorsements. Contractor shall provide on an ongoing basis, current certificates of insurance during the term of the contract. A renewal certificate will be provided 10 days prior to coverage expiration.

VII MERGER AND MODIFICATION

This contract, including the incorporated documents, constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified with in this contract. This contract may not be modified, supplemented, or amended in any manner, except by written agreement signed by both parties.

VIII
ASSIGNMENT AND SUBCONTRACTS

CONTRACTOR may not assign or otherwise transfer or delegate any right or duty under this contract without COMMISSION's written consent, provided, however, that CONTRACTOR may enter into subcontracts provided that any subcontract acknowledges the binding nature of this contract and incorporates this contract, including any attachments. CONTRACTOR is solely responsible for the performance of any subcontractor. CONTRACTOR has no authority to contract for or incur obligations on behalf of STATE.

IX
ATTORNEYS' FEES

In the event a lawsuit is brought by COMMISSION to obtain performance due under this contract, and COMMISSION is the prevailing party, CONTRACTOR shall, except when prohibited by N.D.C.C. § 28-26-04, pay COMMISSION's reasonable attorney fees and costs in connection to the lawsuit.

X
APPLICABLE LAW AND VENUE

This contract is governed by and construed in accordance with the laws of the State of North Dakota. Any action to enforce this contract must be adjudicated in the state District Court of Burleigh County, North Dakota. Each party consents to the exclusive jurisdiction of such court and waives any claim of lack of jurisdiction or *forum non conveniens*.

XI
INDEPENDENT ENTITY

CONTRACTOR is an independent entity under this contract and is not a COMMISSION employee for any purpose, including application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act, the North Dakota Unemployment Compensation Law, and the North Dakota Workforce Safety and Insurance Act. No part of this contract shall be construed to represent the creation of an employer/employee relationship. CONTRACTOR retains sole and absolute discretion in the manner and means of carrying out CONTRACTOR's activities and responsibilities under this contract, except to the extent specified in this contract.

XII
NONDISCRIMINATION AND COMPLIANCE WITH LAWS

CONTRACTOR agrees to comply with all applicable federal and state laws, rules, and policies, including but not limited to, those relating to nondiscrimination, accessibility, and civil rights (*See* N.D.C.C. Title 34 – Labor and Employment, specifically N.D.C.C. ch. 34-06.1 Equal Pay for Men and Women).

CONTRACTOR agrees to timely file all required reports, make required payroll deductions, and timely pay all taxes and premiums owed, including sales and use taxes, unemployment compensation, and workers' compensation premiums.

CONTRACTOR shall have and keep current at all times during the term of this contract all licenses and permits required by law.

CONTRACTOR's failure to comply with this section may be deemed a material breach by CONTRACTOR entitling the COMMISSION to terminate in accordance with the Termination for Cause section of this Contract.

XIII SEVERABILITY

If any term of this agreement is declared to be illegal or unenforceable by a court having competent jurisdiction, the validity of the remaining terms are unaffected, and if possible, the rights and obligations of the parties are to be construed and enforced as if the contract did not contain that term.

XIV STATE AUDIT

All records, regardless of physical form, and the accounting practices and procedures of CONTRACTOR relevant to this contract are subject to examination by the North Dakota State Auditor, the Auditor's designee, or Federal auditors, if required. CONTRACTOR will maintain all of these records for at least three years (3) following completion of this contract and be able to provide them upon reasonable notice. The COMMISSION, State Auditor, or Auditor's designee shall provide reasonable notice to CONTRACTOR prior to conducting examination.

XV SPOILIATION - PRESERVATION OF EVIDENCE

CONTRACTOR shall promptly notify COMMISSION of all potential claims that arise from or result from this contract. CONTRACTOR shall take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and grants to COMMISSION the opportunity to review and inspect such evidence, including the scene of the accident.

XVI TERMINATION OF CONTRACT

- a. Termination by Mutual Consent. This contract may be terminated by mutual consent of both parties executed in writing.
- b. Early Termination in the Public Interest. COMMISSION is entering into this contract for the purpose of carrying out the public policy of the state of North Dakota, as determined by the Governor, Legislative Assembly, agencies and courts. If this contract ceases to further the public policy of the state of North Dakota, COMMISSION, in its sole discretion, by written notice to CONTRACTOR, may terminate this contract in whole or in part.
- c. Termination for Lack of Funding or Authority. COMMISSION, by written notice to CONTRACTOR, may terminate in whole or any part of this contract, under any of the following conditions:
 - (1) If funding from federal, state, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term.
 - (2) If federal or state laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible

for the funding proposed for payments authorized by this contract.

- (3) If any license, permit, or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended, or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

d. Termination for Cause. COMMISSION may terminate this contract effective upon delivery of written notice to CONTRACTOR, or any later date stated in the notice:

- (1) If CONTRACTOR fails to provide services required by this contract within the time specified or any extension agreed to by COMMISSION; or
(2) If CONTRACTOR fails to perform any of the other provisions of this contract, or so fails to pursue the work as to endanger performance of this contract in accordance with its terms.

The rights and remedies of COMMISSION provided in this subsection are not exclusive and are in addition to any other rights and remedies provided by law or under this contract.

XVII
NOTICE

All notices or other communications required under this contract shall be given by registered or certified mail and are complete on the date postmarked when addressed to the parties at the following addresses:

_____ or _____
_____ or _____
_____ or _____

Notice provided under this provision does not meet the notice requirements for monetary claims against the state found at N.D.C.C. § 32-12.2-04.

XVIII
TAXPAYER ID

CONTRACTOR's North Dakota tax ID number is: _____
CONTRACTOR's federal employer ID number is: _____

XIX
PAYMENT OF TAXES BY COMMISSION

COMMISSION is not responsible for and will not pay local, state, or federal taxes. State sales tax exemption number is E-2001. COMMISSION will furnish certificates of exemption upon request by the CONTRACTOR.

XX
EFFECTIVENESS OF CONTRACT

This contract is not effective until fully executed by both parties. If the dates of execution are different, then the later date of execution is the effective date.

XXI
FORCE MAJEURE

Neither party shall be held responsible for delay or default caused by fire, flood, riot, terrorism, acts of God, or war if the event is beyond the party's reasonable control and the affected party gives notice to the other party promptly upon occurrence of the event causing the delay or default or that is reasonably expected to cause a delay or default.

XXII
RENEWAL

This contract will not automatically renew. If COMMISSION desires to renew, COMMISSION will provide written notice to CONTRACTOR of its intent to renew this contract at least 60 days before the scheduled termination date.

XXIII
ALTERNATIVE DISPUTE RESOLUTION - JURY TRIAL

By entering into this contract, COMMISSION does not agree to binding arbitration, mediation, or other forms of mandatory Alternative Dispute Resolution. The parties may enforce their rights and remedies in judicial proceedings. COMMISSION does not waive any right to a jury trial.

XXIV
CONFIDENTIALITY

CONTRACTOR shall not use or disclose any information it receives from COMMISSION under this contract that COMMISSION has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by COMMISSION. COMMISSION shall not disclose any information it receives from CONTRACTOR that CONTRACTOR has previously identified as confidential and that COMMISSION determines, in its sole discretion, is protected from mandatory public disclosure under a specific exception to the North Dakota open records law, N.D.C.C. ch. 44-04. The duty of COMMISSION and CONTRACTOR to maintain confidentiality of information under this section continues beyond the term of this contract.

XXV
COMPLIANCE WITH PUBLIC RECORDS LAWS

CONTRACTOR understands that, in accordance with the Contract's Confidentiality clause, COMMISSION must disclose to the public upon request any records it receives from CONTRACTOR. CONTRACTOR further understands that any records that are obtained or generated by CONTRACTOR under this contract may, under certain circumstances, be open to the public upon request under the North Dakota open records law. CONTRACTOR agrees to contact COMMISSION promptly upon receiving a request for information under the open records law and to comply with STATE'S instructions on how to respond to the request.

XXVI
WORK PRODUCT, EQUIPMENT AND MATERIALS

All work product, equipment, or materials created for COMMISSION or purchased by COMMISSION under this contract belong to COMMISSION and must be immediately delivered to

COMMISSION at COMMISSION'S request upon termination of this contract. CONTRACTOR agrees that all work(s) under this contract is "work(s) for hire" within the meaning of the United States Copyright Act (Title 17 United States Code) and hereby assigns to COMMISSION all rights and interests CONTRACTOR may have in the work(s) it prepares under this contract, including any right to derivative use of the work(s). CONTRACTOR shall execute all necessary documents to enable COMMISSION to protect its rights under this section.

XXVII
COMPLIANCE WITH FEDERAL LAWS

Contractor agrees to comply with the additional Federal requirements and standard terms and conditions found in Exhibit B.

STATE OF NORTH DAKOTA
Acting through its
N.D. Industrial Commission
Department of Mineral Resource
Oil & Gas Division

By: _____
Title: _____
DATE: _____

CONTRACTOR

By: _____
Title: _____
DATE: _____

**EXHIBIT A
LIST OF WELLS**

**EXHIBIT B
PLUGGING SPECIFICATIONS**

EXHIBIT C
FEDERAL STANDARD TERMS AND CONDITIONS

Federal Standard Terms and Conditions

SECTION 1 – DAVIS BACON ACT REQUIREMENTS

40 U.S.C. parts 3141–3144, 3146, 3147; 42 U.S.C. part 3212 The Davis-Bacon Act – Requires that all contractors and subcontractors performing construction, alteration and repair (including painting and decorating) work under federal or District of Columbia contracts in excess of \$2,000 pay their laborers and mechanics not less than the prevailing wage and fringe benefits for the geographic location. Construction or renovation projects funded by federal funds, in whole or in part, are subject in their entirety to the Davis-Bacon Act as amended 40 U.S.C. parts 276(a) through 276(a5). Award recipients are required by law to furnish assurances to the Secretary of Labor that all laborers and mechanics employed by contractors or subcontractors on DOI-supported construction projects shall be paid wages at rates that are not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor.

40 U.S. Code Sec. 3141. Definitions

In this subchapter, the following definitions apply:

(1) Federal government.- The term "Federal Government" has the same meaning that the term "United States" had in the Act of March 3, 1931 (ch. 411, 46 Stat. 1494) (known as the Davis-Bacon Act).²

(2) Wages, scale of wages, wage rates, minimum wages, and prevailing wages.- The terms "wages", "scale of wages", "wage rates", "minimum wages", and "prevailing wages" include-

(A) the basic hourly rate of pay; and

(B) for medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, for unemployment benefits, life insurance, disability and sickness insurance, or accident insurance, for vacation and holiday pay, for defraying the costs of apprenticeship or other similar programs, or for other bona fide fringe benefits, but only where the contractor or subcontractor is not required by other federal, state, or local law to provide any of those benefits, the amount of-

(i) the rate of contribution irrevocably made by a contractor or subcontractor to a trustee or to a third person under a fund, plan, or program; and

(ii) the rate of costs to the contractor or subcontractor that may be reasonably anticipated in providing benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

40 U.S. Code Sec. 3142. Rate of wages for laborers and mechanics

(a) Application.- The advertised specifications for every contract in excess of \$2,000, to which the Federal Government or the District of Columbia is a party, for construction, alteration, or repair, including painting and decorating, of public buildings and public works of the Government or the District of Columbia that are located in a State or the District of Columbia and which requires or involves the employment of mechanics or laborers shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics.

(b) Based on Prevailing Wage.- The minimum wages shall be based on the wages the Secretary of Labor determines to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State in which the work is to be performed, or in the District of Columbia if the work is to be performed there.

(c) Stipulations Required in Contract.- Every contract based upon the specifications referred to in subsection (a) must contain stipulations that-

(1) the contractor or subcontractor shall pay all mechanics and laborers employed directly on the site of the work, unconditionally and at least once a week, and without subsequent deduction or rebate on any account, the full amounts accrued at time of payment, computed at wage rates not less than those stated in the advertised specifications, regardless of any contractual relationship which may be alleged to exist between the contractor or subcontractor and the laborers and mechanics;

(2) the contractor will post the scale of wages to be paid in a prominent and easily accessible place at the site of the work; and

(3) there may be withheld from the contractor so much of accrued payments as the contracting officer considers necessary to pay to laborers and mechanics employed by the contractor or any subcontractor on the work the difference between the rates of wages required by the contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the contractor or subcontractors or their agents.

(d) Discharge of Obligation.- The obligation of a contractor or subcontractor to make payment in accordance with the prevailing wage determinations of the Secretary of Labor, under this subchapter and other laws incorporating this subchapter by reference, may be discharged by making payments in cash, by making contributions described in section 3141(2)(B)(i) of this title, by assuming an enforceable commitment to bear the costs of a plan or program referred to in section 3141(2)(B)(ii) of this title, or by any combination of payment, contribution, and assumption, where the aggregate of the payments, contributions, and costs is not less than the basic hourly rate of pay plus the amount referred to in section 3141(2)(B) of this title.

(e) Overtime Pay.- In determining the overtime pay to which a laborer or mechanic is entitled under any federal law, the regular or basic hourly rate of pay (or other alternative rate on which premium rate of overtime compensation is computed) of the laborer or mechanic is deemed to be the rate computed under section 3141(2)(A) of this title, except that where the amount of payments, contributions, or costs incurred with respect to the laborer or mechanic exceeds the applicable prevailing wage, the regular or basic hourly rate of pay (or other alternative rate) is the amount of payments, contributions, or costs actually incurred with respect to the laborer or mechanic minus the greater of the amount of contributions or costs of the types described in section 3141(2)(B) of this title actually incurred with respect to the laborer or mechanic or the amount determined under section 3141(2)(B) of this title but not actually paid.

40 U.S. Code Sec. 3143. Termination of work on failure to pay agreed wages

Every contract within the scope of this subchapter shall contain a provision that if the contracting officer finds that any laborer or mechanic employed by the contractor or any subcontractor directly on the site of the work covered by the contract has been or is being paid a rate of wages less than the rate of wages required by the contract to be paid, the Federal Government by written notice to the contractor may terminate the contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The Government may have the work completed, by contract or otherwise, and the contractor and the contractor's sureties shall be liable to the Government for any excess costs the Government incurs.

40 U.S. Code Sec. 3144. Authority of Comptroller General to pay wages and list contractors violating contracts

(a) Payment of Wages.-

(1) In general.- The Comptroller General shall pay directly to laborers and mechanics from any accrued payments withheld under the terms of a contract any wages found to be due laborers and mechanics under this subchapter.

(2) Right of action.- If the accrued payments withheld under the terms of the contract are insufficient to reimburse all the laborers and mechanics who have not been paid the wages required under this subchapter, the laborers and mechanics have the same right to bring a civil action and intervene against the contractor and the contractor's sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

(b) List of Contractors Violating Contracts.-

(1) In general.- The Comptroller General shall distribute to all departments of the Federal Government a list of the names of persons whom the Comptroller General has found to have disregarded their obligations to employees and subcontractors.

(2) Restriction on awarding contracts.- No contract shall be awarded to persons appearing on the list or to any firm, corporation, partnership, or association in which the persons have an interest until three years have elapsed from the date of publication of the list.

40 U.S. Code Sec. 3146. Effect on other federal laws

This subchapter does not supersede or impair any authority otherwise granted by federal law to provide for the establishment of specific wage rates.

40 U.S. Code Sec. 3147. Suspension of this subchapter during a national emergency

The President may suspend the provisions of this subchapter during a national emergency.

40 U.S. Code Sec. 3148. Application of this subchapter to certain contracts

This subchapter applies to a contract authorized by law that is made without regard to section 3709 of the Revised Statutes (41 U.S.C. 5), or on a cost-plus-a-fixed-fee basis or otherwise without advertising for proposals, if this subchapter otherwise would apply to the contract.

42 U.S. Code Sec. 3212. Maintenance of standards

All laborers and mechanics employed by contractors or subcontractors on projects assisted by the Secretary under this chapter shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40. The Secretary shall not extend any financial assistance under this chapter for such a project without first obtaining adequate assurance that these labor standards will be maintained upon the construction work. The Secretary of Labor shall have, with respect to the labor standards specified in this provision, the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (15 F.R. 3176; 64 Stat. 1267), and section 3145 of title 40.

Wage determination website: <https://sam.gov/content/wage-determinations>

U.S. Department of Labor DBA/Prevailing Wage information can be found here:

<https://www.dol.gov/agencies/whd/government-contracts/construction/seminars/events>

<https://www.dol.gov/agencies/whd/government-contracts/construction>

<https://www.dol.gov/agencies/whd/government-contracts/protections-for-workers-in-construction>

SECTION 2 – BUILD AMERICA, BUY AMERICA ACT

Pub. L. No. 117-58, §§ 70901-52 Build America, Buy America (BABA) Act – The BABA strengthens the Buy American and Hire American Executive Order No, 13,858 2017, and requires that no later than May 14, 2022, the head of each covered Federal agency shall ensure that “none of the funds made available for a Federal financial assistance program for infrastructure, including each deficient program, may be obligated for a project unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.”

Property solely on private land with no public access is not subject to Buy America. In addition, a Buy America waiver has been approved as described below:

The DOI is proposing a general applicability waiver of the Buy America Domestic Preference procurement requirements for DOI’s Federal Financial Assistance awards to provide recipients of financial assistance agreements with sufficient time to apply the Buy America preferences without having to disrupt current projects and to allow projects to continue to be executed swiftly without jeopardizing performance goals. This waiver action permits the use of non-domestic iron, steel, manufactured products, and construction materials in such projects that may otherwise be prohibited

under section 70914(a) during the specified time period, while recipients of DOI Federal financial assistance agreements work to incorporate the new Buy America requirements.

BABA information: <https://www.doi.gov/grants/buyamerica>

More BABA information: <https://www.epa.gov/ewsr/built-america-buy-america-baba#bil>

BABA Waiver website: <https://doi.gov/grants/BuyAmerica/GeneralApplicabilityWaivers>

SECTION 3 – CONSTRUCTION PROJECTS REQUIREMENTS

40 U.S.C. parts 3701-3708 The Contract Work Hours and Safety Standards Act

(1)Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2)Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3)Withholding for unpaid wages and liquidated damages. The DOI or the Recipient or Subrecipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4)Contracts and Subcontracts. The Recipient, Subrecipient, and Recipient's and Subrecipient's contractor or subcontractor shall insert in any Contracts, the clauses set forth in paragraph (b)(1)through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Recipient shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(5)The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the DOI and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

48 CFR 22.403-2 The Copeland (Anti-Kickback) Act (18 U.S.C.874 and 40 U.S.C.3145) - makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or

otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act shall contain a clause (see 52.222-10) requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act.

SECTION 4 - ENVIRONMENTAL PROJECTS REQUIREMENTS

42 U.S.C. part 4321 The National Environmental Policy Act – NEPA establishes protection of the environment as a national priority and mandates that environmental impacts must be considered before any federal action likely to significantly affect the environment is undertaken.

42 U.S.C. part 7401 Clean Air Act, 33 U.S.C. part 1251 Clean Water Act, and Executive Order No. 11,738 Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts and financial assistance.

16 U.S.C. part 1531 The Endangered Species Act –Ensures that actions they authorize, fund, or carry out are not likely to jeopardize the continued existence of any listed species or result in the destruction or adverse modification of designated critical habitat of such species. The law also prohibits any action that causes a "taking" of any listed species of endangered fish or wildlife. Likewise, import, export, interstate, and foreign commerce of listed species are all generally prohibited.

16 U.S.C. part 1271 The Wild and Scenic Rivers Act–Applies to awards that may affect existing or proposed components of the National Wild and Scenic Rivers system.

42 U.S.C. part 300f The Safe Drinking Water Act of 1974–Precludes Federal assistance for any project that the United States Environmental Protection Agency (US EPA) determines may contaminate a sole source aquifer so as to threaten public health.

42 U.S.C. part 9601 The Comprehensive Environmental Response, Compensation, and Liability Act–These requirements address responsibilities related to hazardous substance releases, threatened releases and environmental cleanup. There are also reporting and community involvement requirements designed to ensure disclosure of the release or disposal of regulated substances and cleanup of hazards to state and local emergency responders.

Executive Order No. 13,658, 2014 Establishing a Minimum Wage for Contractors –Establishes a minimum wage requirement for Federal contractors and subcontractors. The Order provides agencies shall, to the extent permitted by law, ensure that new covered contracts, contract-like instruments, and solicitations include a clause, which the contractor and any subcontractors shall incorporate into lower-tier subcontracts, specifying, as a condition of payment, that the minimum wage to be paid to workers, including workers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. part 214(c), in the performance of the contract or any subcontract.

SECTION 5 - OTHER STATUTE AND REGULATION REQUIREMENTS

2 C.F.R. part 1401 Requirements for Drug-Free Workplace – Under the Drug-Free Workplace Act of 1988, 41 U.S.C. parts 701-707 a drug-free workplace policy is required for any organizations receiving a federal financial assistance award of any size. At a minimum, such organizations must:

(1) Prepare and distribute a formal drug-free workplace policy statement. (2) Establish a drug-free awareness program. (3) Ensure that all employees working on the federal contract understand their personal reporting obligations. (4) Take direct action against an employee convicted of a work place drug violation. (5) Maintain an ongoing good faith effort to meet all the requirements of the Drug-free

Workplace Act throughout the life of the award. This rule does not apply to foreign public entities or foreign organizations.

43 C.F.R. part 18 New Restrictions on Lobbying – The Authorized Representative's signature on the application submitted to the DOI bureau or offices certifies to the statements in 43 C.F.R. part 18, Appendix A Certification Regarding Lobbying. These provisions prohibit the use of Federal funds for lobbying the executive or legislative branches of the Federal government in connection with an award, and require disclosure of the use of non-Federal funds for lobbying (31 U.S.C. part 1352). Any recipient (See Definition in 43 C.F.R. part 18.105(o)) that requests or receives (31 U.S.C. part 1352(2)(b) more than \$100,000 in Federal funding and has made or agrees to make any payment using non-appropriated funds for lobbying in connection with a proposal or award shall submit a completed Form SF-LLL, “Disclosure of Lobbying Activities,” regarding the use of non-Federal funds for lobbying. The Form SF-LLL shall be submitted at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed. Recipient includes all contractors and subgrantees at any tier of the recipient of funds received in connection with a Federal grant, loan, or cooperative agreement. These restrictions do not apply to an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law. Please visit 43 C.F.R. part 18.110 Certification and Disclosure Requirements for more information.

41 U.S.C. part 4712 Enhancement of Recipient and Subrecipient Employee Whistleblower Protection – Applies to all awards over the simplified acquisition threshold (currently \$250,000).

41 U.S.C. part 6306 Prohibition on Members of Congress Making Contracts with Federal Government – No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public’s general benefit.

42 U.S.C. part 2000(d) Title VI of the Civil Rights Act of 1964, and the DOI implementing regulations published at 43 C.F.R. part 17 and Special Regulations at 43 C.F.R. part 4.800 prohibiting discrimination on the grounds of race, color, or national origin under programs or activities receiving Federal financial assistance.

20 U.S.C. part 1681 Title IX of the Education Amendments of 1972, and DOI implementing regulations published at 43 C.F.R. part 41.100 prohibiting discrimination on the basis of sex in Federally assisted education programs or activities.

42 U.S.C. part 12101 The Americans with Disabilities Act of 1990 – Prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by State and local governments or instrumentalities or agencies thereto, as well as public or private entities that provide public transportation. Section 504 of the Rehabilitation Act of 1973, as amended 29 U.S.C. part 794, and the DOI implementing regulations published at 43 C.F.R. part 17 subpart B prohibiting discrimination on the basis of handicap under any program or activity receiving or benefiting from Federal financial assistance.

41 C.F.R. parts 101-19.6 Accessibility Standards – For purposes of complying with the standards set forth in non-federal entities must adhere to the regulations, published by the U.S. Department of Justice, implementing Title II of the Americans with Disabilities Act (ADA) 28 C.F.R. part 35; and Title III of the ADA 28 C.F.R. part 36. The revised regulations adopted new enforceable accessibility standards called the “2010 ADA Standards for Accessible Design,” which replace and supersede the former Uniform Federal Accessibility Standards for new construction and alteration projects.

42 U.S.C part 6101 The Age Discrimination Act of 1975, and DOI implementing regulations published at 43 C.F.R. parts 17.300-17.339 unless an exception applies in 43 C.F.R. part 17.302, the rule prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

42 U.S.C. part 2000(e) Title VII of the Civil Rights Act of 1964 – Generally prohibits employers from discriminating against employees on the basis of religion. Title VII prohibits discriminatory treatment of employees on the basis of their religious beliefs and requires employers to make reasonable accommodations for employees’ religious practices. Religious organizations, however, may be exempt from some of the prohibitions of Title VII.

Executive Order No. 11,988, 1977 Floodplain Management and **Executive Order No. 11,990, 1977 Protection of Wetlands** – Non-Federal entities must identify proposed actions in federally defined floodplains and wetlands to enable DOI to make a determination whether there is an alternative to minimize any potential harm.

Executive Order No. 11,246, 1965 Equal Employment Opportunity – Requires federally assisted construction contracts to include the nondiscrimination provisions of parts 202 and 203 of Executive Order No. 11,246 and Department of Labor regulations implementing at **41 C.F.R. part 60-1.4(b)**.

Links for Additional Information on Federal Requirements/ Standard Terms and Conditions

DOI Federal Standard Award Terms and Conditions:

<https://www.doi.gov/sites/doi.gov/files/uploads/doi-standard-award-terms-and-conditions-effective-december-2-2019-revised-june-19-2020.pdf>