



December 15, 2022

Re: IIJA Reclamation bids

Dear Bidders:

Thank you for your bid proposal for reclamation of the IIJA reclamation packages. All bids were opened and read publicly at 3:00 p.m. December 1, 2022. Badlands Contracting was awarded package 1 & 5, Midwest Industrial was awarded packages 2 – 4, and Radiation Pros was awarded package 7.

Sincerely,

Cody VanderBusch

Cody VanderBusch
Reclamation Specialist

Midwest Industrial Maintenance LLC



December 14, 2022

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

Dear Mr. VanderBusch,

This letter is to inform you that we are regretfully declining the award of 2022's Reclamation Package 1 and Package 5. Unfortunately, we are not confident that we could complete the packages in a timely manner alongside the other 3 bid packages we were awarded.

Thank you for your consideration.

Sincerely,

Daoine Bachran
Operations Manager

December 1, 2022 - 3 PM
NDIC Oil and Gas Division Office
1016 E. Calgary, Bismarck ND 58503

Reclamation Package 1 Bid Opening

Contractor	Bid Amount	SOS Contractor date
1. Earth sys.	\$525,159	
2. 3 Forks Serv.	\$1,891,975.	
3. Strata	\$2,582,000	
4. Teraflex	\$789,069	
5. Gray tech	\$2,275,403	
6. Northwind	\$4,145,936	
7. Badlands	\$1,213,548.87	
8. Rad. Pros.	\$2,150,723.89	
9. Midwest	\$871,689.33	
10. Shanco	\$1,759,470	
11. Badlands Ex.	\$1,477,550	
12.		
13.		

BID

PACKAGE # 1

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 525,159.00 - (Salvage Value) 0
+ (Potential extras estimate) 0
= (Total bid amount) 525,159.00 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 Reclamation 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 1 day of December 2022.

Christopher Neubauer

Name of Bidder


Signature

4501 Coleman St. Ste. 103 Bismarck, ND 58503

Business Address

(701) 751-4868

Business Telephone Number

cneubauer@earthsys.net

Email

ATTACHMENT B

Package 1 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
13713	AALUND 4-35	PA	DIVIDE	35-162-99	NWNW	AMBROSE	48.819469	-103.505264
3505	NUSS 1	PA	Burke	21-162-92	SENE	Black Slough	48.84537582	-102.6146857
7152	Paulson 1	AB	BURKE	19-162-92	NESE	Black Slough	48.84181488	-102.6585754
13102	BUSCH 1	AB	BURKE	21-162-92	SWNW	Black Slough	48.84537964	-102.6310583
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
40347 7-01	Chola CTB	AB	RENVILLE	5-159-84	SESE	Chola	48.6218	-101.5418
8989	STATE OF NORTH DAKOTA 1-36	AB	RENVILLE	36-164-84	NWSW	Elmore	48.98620254	-101.5165117
12782	SMITH 1-21	AB	BURKE	18-161-91	SENE	NE Foothills	48.77280606	-102.5381608
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
90066	ENERGY MEYER SWD 1	AB	RENVILLE	35-163-84	SENE	Hurley	48.90176944	-101.5192794
13351	TRIPLETT 1-2	PA	RENVILLE	2-159-86	NESE	IVANHOE	48.62421016	-101.7366767
17440	MESA 24-2H	AB	Burke	2-163-89	SESW	LAKESIDE	48.96733761	-103.0627677
29241	Nangchen 155-86-11-HS1	PA	WARD	11-155-86	SESE	LONE TREE	48.25533973	-101.6856669
19783	Schlak #2	PA	RENVILLE	30-160-86	SENE	NORMA	48.65685856	-101.8239499
25472	Schlak #3	PA	RENVILLE	30-160-86	NENE	NORMA	48.66047658	-101.823928
10058	BELLA 1	AB	BURKE	18-161-91	SENE	Northeast Foothills	48.77280606	-102.5381608
3419	RADENZ 1	PA	Burke	30-163-89	SWSE	PERELLA	48.91037612	-102.2699869
21720	Laura Funke #4	PA	RENVILLE	30-160-86	NWSW	SOUTH GREENE	48.65364779	-101.709231
18483	KALLBERG 1 H	PA	BURKE	18-159-90	LOT1	Thompson Lake	48.602694	-102.3631586
12491	SUNDSBAK 1-14	PA	WARD	14-153-84	NENE	TORNING	48.07925996	-101.4275091
3503	CHRISTENSEN ET AL 2	PA	Burke	4-162-90	NWNE	WOBURN	48.89238522	-102.3576953

Per site cost = \$ 21,006.36



4501 Coleman St.
Suite 103
Bismarck, North Dakota 58503

Earth Systems- Bakken 2022 Rate Schedule	
Bulk Earth Materials	\$/Cubic Yard
Topsoil *	\$25
Subsoil (Clay)*	\$9
Labor, Vehicle, and Subcontractor Markup	\$/hr. unless noted otherwise
Senior II- (Geologist/Engineer/Scientist/ Project Manager)	\$160
Senior I- (Geologist/Engineer/Scientist/ Project Manager)	\$150
Geophysicist	\$160
UAS Drone Pilot	\$160
Project Manager	\$135
Staff Engineer/Scientist	\$130
Associate Engineer/Scientist	\$125
Foreman	\$100
Administrative Support	\$75
Operator	\$75
Laborer	\$70
Per Diem Overnight-Project Specific (Over Night)	\$185
Per Diem Day-Project Specific (Day)	\$50
1-Ton Work Truck With Tools (per hour)	\$35
3/4 Ton Work Truck With Tools (per hour)	\$30
1/2 Ton Work Truck (per hour)	\$25
1-Ton Work Truck (per day)	\$285
3/4 Ton Work Truck (per day)	\$245
1/2 Ton Work Truck (per day)	\$205
Materials and Subcontractor Markup	10%
Machinery & Equipment	\$/hr. unless noted otherwise
Skid Steer (with Operator)	\$150
Skid Steer + Attachments (with Operator)	\$180
Mini-Excavator (with Operator)	\$160
Backhoe (with Operator)	\$175
Backhoe + Attachments (with Operator)	\$200
Loader 1.7-4.25CY (with Operator)	\$180
Loader 4.5-6.5CY (with Operator)	\$215
Excavator-Small Size 75-125 hp (with Operator)	\$185
Excavator- Mid Size 125-275 hp (with Operator)	\$200
Excavator- Large Size 275-550 hp (with Operator)	\$225
Bulldozer Small-Size 75-125 hp (with Operator)	\$185
Bulldozer Medium-Size 150-250 hp (with Operator)	\$225
Bulldozer Large-Size >250 hp (with Operator)	\$275
Belly Scraper 627k (with Operator)	\$290
Motor Grader 14m (with Operator)	\$190
Hydrovac Trailer HX30 (with Operator)	\$250
Hydrovac Trailer HX50 (with Operator)	\$275
Hydrovac Full Size-45 BBL (with Operator)	\$315
Tractor (with Operator)	\$150
Tractor with disc attachment (with Operator)	\$170
Straw/blanketing, crimping per acre	\$750
Manlift 45' (with Operator)	\$120
Manlift 60' (with Operator)	\$140
Telehandler 6k	\$130
Telehandler 8k	\$140
Utility Trailer / Dump Trailer / Tilt Deck Trailer	\$40
Gooseneck Trailer 25 feet	\$50
Gooseneck Trailer >25 feet	\$60
End Dump Truck (with driver)	\$115
Slide Dump Truck (with driver)	\$155
Heavy Haul Low Boy + Truck (with driver)	\$195
Generator <15kW (per day)	\$175
Poly Fuse Machine (412)	\$175
Light Plant (per day)	\$175
2-Inch Trash Pump (per day)	\$200
3-Inch Trash Pump (per day)	\$300



4501 Coleman St.
 Suite 103
 Bismarck, North Dakota 58503

Environmental Equipment	
<u>Water & Soil Sampling</u>	\$/Day, unless noted otherwise
Groundwater Monitoring Well Sampling Kit (submersible/peristaltic pump, tubing, water level meter)	\$175
Water Sampling Kit (Bottle ware, Coolers, Ice, Decontamination Supplies, Shipping)	\$160
Soil Sampling Kit (Bottle ware, Coolers, Ice, Decontamination Supplies, Shipping)	\$160
<u>Air/Soil/Water/Gas Field Screening</u>	
PID	\$110
EC Meter + Chloride Strips	\$70
YSI	\$125
TENORM Meter	\$125
Air Sampling Equipment (4-Gas Monitor)	\$50
Hanby TPH-Water Test Kit (per day)	\$125
Hanby TPH-Water Test Reagent (per sample)	\$45
Petro-Flag TPH Soil Analyzer (per day)	\$125
Petro-Flag TPH Soil Test Reagent (per sample)	\$45
<u>UAS Drone Imaging</u>	
Quadcopter with Standard Camera (Photos)	\$275
Quadcopter with Multi-Spectral Sensor (Mapping & Analysis)	\$750
<u>Geophysical Surveys (Electromagnetic)</u>	
EM31 with Mesa 2 Tablet and Geode Sub-Meter GPS	\$1,150

Notes

1. All labor time is billed port to port. Equipment is billed on a hourly use basis.
2. Equipment Fuel and Earth Materials* (Topsoil and Clay) rates are based on current market value as of 12/1/2022. Equipment, Fuel, and Earth materials will be billed at the market value during the time the work is conducted, plus markup.
3. Heavy haul and oversized road permits will be billed at cost plus markup.

The North Dakota Secretary of State verifies that:

NESET CONSULTING SERVICE, INC.

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 52789



3 Forks Services
Reclamation Package 1

ATTACHMENT B

Package 1 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
13713	AALUND 4-35	PA	DIVIDE	35-162-99	NWNW	AMBROSE	48.819469	-103.505264
3505	NUSS 1	PA	Burke	21-162-92	SENE	Black Slough	48.84537582	-102.6146857
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3503	CHRISTENSEN ET AL 2	PA	Burke	4-162-90	NWNE	WOBURN	48.89238522	-102.3576953

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$1,391,975.⁰⁰ - (Salvage Value) _____
+ (Potential extras estimate) \$500,000.⁰⁰
= (Total bid amount) \$1,891,975.⁰⁰ 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 Reclamation 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 1 day of DECEMBER 2022.

3 FORKS SERVICES
Name of Bidder

JOEY SMITH
Signature

14071 49th ST. NW WILUSTON, ND 58801
Business Address

701-609-1308
Business Telephone Number

JSmith@3forksservices.com
Email

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 55,079- - (Salvage Value) 0
+ (Potential extras estimate) 20,000
= (Total bid amount) 75,079- 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 Reclamation 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 1 day of December 2022.

3 Forks Services
Name of Bidder

Joey Smith
Signature

14071 49th St. Nw Williston ND 58801
Business Address

701-609-1308
Business Telephone Number

JSmith@3forksservices.com
Email

WELL RECLAMATION 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 Reclamation 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 **April 1, 2024** and all invoices must be received by **May 30, 2024**. 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 One-hundred-fifty Thousand Dollars (\$ 150,000 .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 Reclamation Specifications attached hereto as Exhibit A, COMMISSION may modify the Reclamation Specifications to ensure the well site is properly reclaimed by CONTRACTOR. If such modifications (per potential extras estimate) 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, Reclamation 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

_____ 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: 242375720 01
CONTRACTOR's federal employer ID number is: 27-2375720

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.

**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:

**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.

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.

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

By: _____
Title: _____
DATE: _____

CONTRACTOR

By: Joey Smith
Title: Supervisor
DATE: 12/1/22

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000044610

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **3 FORKS SERVICES** whose address is in WILLISTON, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

3 FORKS SERVICES is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 22, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

3 FORKS SERVICES

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2023 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 000044610

BID

Bid for reclamation of the following well sites:

PACKAGE #1
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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$ 2,552,000.00 - (Salvage Value) 0
+ (Potential extras estimate) \$ 30,000.00
= (Total bid amount) \$ 2,582,000.00 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 Reclamation 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 1 day of December 2022.

Strata Corporation

Name of Bidder

Kelvin Pulichal

Signature

1225 S. Broadway, Minot, ND, 58701

Business Address

701-852-4560

Business Telephone Number

KPulichek@strata-corp.com

Email

ATTACHMENT B

Package 1 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
13713	AALUND 4-35	PA	DIVIDE	35-162-99	NWNW	AMBROSE	48.819469	-103.505264
3505	NUSS 1	PA	Burke	21-162-92	SENE	Black Slough	48.84537582	-102.6146857
7152	Paulson 1	AB	BURKE	19-162-92	NESE	Black Slough	48.84181488	-102.6585754
13102	BUSCH 1	AB	BURKE	21-162-92	SWNW	Black Slough	48.84537964	-102.6310583
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
40347 7-01	Chola CTB	AB	RENVILLE	5-159-84	SESE	Chola	48.6218	-101.5418
8989	STATE OF NORTH DAKOTA 1-36	AB	RENVILLE	36-164-84	NWSW	Elmore	48.98620254	-101.5165117
12782	SMITH 1-21	AB	BURKE	18-161-91	SENE	NE Foothills	48.77280606	-102.5381608
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
90066	ENERGY MEYER SWD 1	AB	RENVILLE	35-163-84	SENE	Hurley	48.90176944	-101.5192794
13351	TRIPLETT 1-2	PA	RENVILLE	2-159-86	NESE	IVANHOE	48.62421016	-101.7366767
17440	MESA 24-2H	AB	Burke	2-163-89	SESW	LAKESIDE	48.96733761	-103.0627677
29241	Nangchen 155-86-11-HS1	PA	WARD	11-155-86	SESE	LONE TREE	48.25533973	-101.6856669
19783	Schlak #2	PA	RENVILLE	30-160-86	SENE	NORMA	48.65685856	-101.8239499
25472	Schlak #3	PA	RENVILLE	30-160-86	NENE	NORMA	48.66047658	-101.823928
10058	BELLA 1	AB	BURKE	18-161-91	SENE	Northeast Foothills	48.77280606	-102.5381608
3419	RADENZ 1	PA	Burke	30-163-89	SWSE	PERELLA	48.91037612	-102.2699869
21720	Laura Funke #4	PA	RENVILLE	30-160-86	NWSW	SOUTH GREENE	48.65364779	-101.709231
18483	KALLBERG 1 H	PA	BURKE	18-159-90	LOT1	Thompson Lake	48.602694	-102.3631586
12491	SUNDSBAK 1-14	PA	WARD	14-153-84	NENE	TORNING	48.07925996	-101.4275091
3503	CHRISTENSEN ET AL 2	PA	Burke	4-162-90	NWNE	WOBURN	48.89238522	-102.3576953



PO Box 13500
Grand Forks, ND 58208-3500
701.746.7491

Reclamation Package 1

Aalund 4-35

(Gross) \$ 183,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 183,000.00 Dollars (\$)

Nuss 1

(Gross) \$ 119,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 119,000.00 Dollars (\$)

Paulson 1

(Gross) \$ 61,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 61,000.00 Dollars (\$)

Busch 1

(Gross) \$ 128,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 128,000.00 Dollars (\$)

Chola Sherwood Unit 10-1

(Gross) \$ 87,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 87,000.00 Dollars (\$)

Chola Sherwood Unit 6-1

(Gross) \$ 74,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ 5,000.00
= (Total Bid Amount) \$ 79,000.00 Dollars (\$)

Chola Sherwood Unit 9-1

(Gross) \$ 127,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 127,000.00 Dollars (\$)



PO Box 13500
Grand Forks, ND 58208-3500
701.746.7491

Reclamation Package 1

Chola Sherwood Unit 9-2

(Gross) \$ 86,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 86,000.00 Dollars (\$)

Chola CTB

(Gross) \$ 117,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ 5,000.00
= (Total Bid Amount) \$ 122,000.00 Dollars (\$)

State of North Dakota 1-36

(Gross) \$ 35,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 35,000.00 Dollars (\$)

Smith 1-21

(Gross) \$ 132,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ 5,000.00
= (Total Bid Amount) \$ 137,000.00 Dollars (\$)

Energy Meyer 1

(Gross) \$ 60,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 60,000.00 Dollars (\$)

Energy Meyer 2

(Gross) \$ 80,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 80,000.00 Dollars (\$)

Energy Meyer SWD 1

(Gross) \$ 94,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 94,000.00 Dollars (\$)



PO Box 13500
Grand Forks, ND 58208-3500
701.746.7491

Reclamation Package 1

Triplett 1-2

(Gross) \$ 74,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 74,000.00 Dollars (\$)

Mesa 24-2H

(Gross) \$ 198,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 198,000.00 Dollars (\$)

Nangchen 155-86-11-HS1

(Gross) \$ 171,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ 5,000.00
= (Total Bid Amount) \$ 176,000.00 Dollars (\$)

Schlak #2

(Gross) \$ 76,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 76,000.00 Dollars (\$)

Schlak #3

(Gross) \$ 94,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ 5,000.00
= (Total Bid Amount) \$ 99,000.00 Dollars (\$)

Bella 1

(Gross) \$ 82,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 82,000.00 Dollars (\$)

Radenz 1

(Gross) \$ 76,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 76,000.00 Dollars (\$)



PO Box 13500
Grand Forks, ND 58208-3500
701.746.7491

Reclamation Package 1

Laura Funke #4

(Gross) \$ 102,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 102,000.00 Dollars (\$)

Kallberg 1 H

(Gross) \$ 132,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 132,000.00 Dollars (\$)

Sundsbak 1-14

(Gross) \$ 69,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ 5,000.00
= (Total Bid Amount) \$ 74,000.00 Dollars (\$)

Christensen ET Al 2

(Gross) \$ 95,000.00 - (Salvage Value) \$ ϕ
+ (Potential Extras Estimate) \$ ϕ
= (Total Bid Amount) \$ 95,000.00 Dollars (\$)



1225 S. Broadway Minot, ND 58701
Office 701.852.4560 Fax 701.852.9202

COMPENSATION RATES FOR UNKNOWN ADDITIONAL ITEMS OF WORK

Excluded from Strata's base bid is Tenorm disposal, contamination removal, lab testing and import clay material. In the event excluded items of work are required the following would apply for those additional items of work:

Contaminated Soil Materials (remove/load/transport/disposal fee) = \$92.00/Per Ton.

Contaminated Water (remove/load/transport/disposal fee) = \$435.00/Per Ton.

Imported Clay Material for Backfill = \$23.00/Per CY.

Cost for Lab Testing of Materials to be invoiced at cost plus 10% Strata Markup.

Cost for disposal of Tenorm to be invoiced at cost plus 10% Strata Markup.

The above applies to Packages #1, 2 and 5.

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 693

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **STRATA CORPORATION** whose address is in GRAND FORKS, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

STRATA CORPORATION is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 4, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

STRATA CORPORATION

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 693



NORTH DAKOTA
DEPARTMENT of HEALTH

ENVIRONMENTAL HEALTH SECTION
Gold Seal Center, 918 E. Divide Ave.
Bismarck, ND 58501-1947
701.328.5200 (fax)
www.ndhealth.gov



SOLID WASTE TRANSPORTER PERMIT
PERMIT NUMBER WH-0759

PERMITTEE: Strata Corporation

Pursuant to Chapter 23-29 (Solid Waste Management Act) and Chapter 23-20.3 (Hazardous Waste Management Act) of the North Dakota Century Code (NDCC) and Article 33-20 (Solid Waste Management Rules) and Article 33-24 (Hazardous Waste Management Rules) of the North Dakota Administrative Code (NDAC) a permit is hereby issued by the North Dakota Department of Health to **Strata Corporation** (hereinafter called the Permittee) to transport solid wastes.

The Permittee must comply with all the terms and conditions of this permit. This permit consists of the conditions contained in Modules I and II and applicable rules contained in Articles 33-20 and 33-24 NDAC.

This permit is based on the premise that the information submitted in the permit application dated April 10, 2013 and subsequent revisions are accurate and that the transportation vehicles and units are in good condition and will be operated as specified in the application, as part of the permit. Any inaccuracies or misrepresentations found in the application may be grounds for the termination or modification of this permit, in accordance with Section 33-20-02.1-06 or Sections 33-24-06-12 through 33-24-06-14 NDAC, or both. The Permittee must inform the North Dakota Department of Health of any deviations from/or changes in the information in the application which would affect the Permittee's ability to comply with the applicable rules or permit conditions.

This permit is effective as of **June 27, 2013** and shall remain in effect until **June 27, 2023**, unless revoked and reissued (Section 33-20-02.1-06 and Section 33-24-06-12 NDAC) or terminated (Section 33-24-06-13 NDAC).

Signature: *Curtis L. Erickson*
Curtis L. Erickson, Program Manager
Hazardous Waste Program
Division of Waste Management
North Dakota Department of Health

Date: *April 18, 2013*

Environmental Health
Section Chief's Office
701.328.5150

Division of
Air Quality
701.328.5188

Division of
Municipal Facilities
701.328.5211

Division of
Waste Management
701.328.5166

Division of
Water Quality
701.328.5210



November 30, 2022

Cody VanderBusch

Teraflex Group, LLC makes the following assumptions and qualifications concerning this proposal.

1. TNORM disposal or testing is excluded from this proposal.
2. Disposal of anodes from treaters is excluded if TNORMS are present.
3. Disposal of all liquids from tanks and flow line cleaning and flushing is included. Contaminated soil will be removed on a per hour basis and disposal is at \$ 38.50 / Ton and trucking at \$ 128.00 per hour
4. We assumed all existing wells will be capped and pump jacks disconnected.
5. We included all Hydrovac work in our proposal.
6. Teraflex Group, LLC is a full-service civil contractor with over 10 years of experience in the oil and gas industry. Our services include complete site builds, facility construction, maintenance, roustabout services, complete site demolition both surface and underground. We have done numerous spill cleanups and work closely with a few insurance carriers and operators in our area. We also have excellent relationships disposal facilities in our immediate area. We have a work force of 70 hands and over 100 pieces of equipment in our fleet.

General Contractors-Excavation-Grading-Heavy Hwy-Public Utilities-Oil & Gas

North Carolina Office
52 Walnut St, Suite 7
Waynesville NC 28786

ND – Corporate Office
1015 58th Street West | PO Box 10482
Williston ND 58803
Ph: 701.774.9816 | Fax: 701.774.9817

Utah Office
244 Paxton Ave
Salt Lake City, UT 84101

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 789,269.00 - (Salvage Value) 200.00
+ (Potential extras estimate) 0
= (Total bid amount) 789,069.00 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 Reclamation 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 1 day of December 2022.

Teraflex Group LLC
Name of Bidder

Zachary Cabe Brown
Signature

Po Box 10482 Williston ND 58803
Business Address

701-774-9816
Business Telephone Number

AB@Teraflexgroup.com
Email



PACKAGE 1 - SITES	TOTAL
Mellisa 24-H	\$ 39,067.00
Laura Funke 4	\$ 25,395.00
Kalberg 1 H	\$ 42,067.00
Energy Meyer 2	\$ 27,895.00
Energy Meyer 1	\$ 27,895.00
Energy Meyer SWD	\$ 25,395.00
Christison	\$ 40,567.00
Chola Shewood 10-1	\$ 27,895.00
Chola Sherwood 9-2	\$ 27,895.00
Chola Sherwood 9-1	\$ 27,895.00
Chola Sherwood 6-1	\$ 27,895.00
Chola CTB	\$ 45,767.00
Busch -1	\$ 27,895.00
Bella 1	\$ 25,395.00
Aalud 4-5	\$ 54,367.00
Sundsbak	\$ 25,395.00
State of ND 1-36	\$ 40,067.00
Smith 1-21	\$ 27,895.00
Schalk-3	\$ 25,395.00
Schalk-2	\$ 25,395.00
Radenz 1	\$ 34,195.00
Triplet 1-2	\$ 26,895.00
NUSS 1	\$ 27,895.00
Nang Chang 155-86	\$ 34,867.00
Paulson 1	\$ 27,985.00
TOTAL PACKAGE 1	\$ 789,269.00

ATTACHMENT B

Package 1 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
13713	AALUND 4-35	PA	DIVIDE	35-162-99	NWNW	AMBROSE	48.819469	-103.505264
3505	NUSS 1	PA	Burke	21-162-92	SENE	Black Slough	48.84537582	-102.6146857
7152	Paulson 1	AB	BURKE	19-162-92	NESE	Black Slough	48.84181488	-102.6585754
13102	BUSCH 1	AB	BURKE	21-162-92	SWNW	Black Slough	48.84537964	-102.6310583
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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
40347 7-01	Chola CTB	AB	RENVILLE	5-159-84	SESE	Chola	48.6218	-101.5418
8989	STATE OF NORTH DAKOTA 1-36	AB	RENVILLE	36-164-84	NWSW	Elmore	48.98620254	-101.5165117
12782	SMITH 1-21	AB	BURKE	18-161-91	SENW	NE Foothills	48.77280606	-102.5381608
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11303	ENERGY MEYER 2	AB	RENVILLE	35-163-84	NWNE	Hurley	48.90591697	-101.5261836
90066	ENERGY MEYER SWD 1	AB	RENVILLE	35-163-84	SENE	Hurley	48.90176944	-101.5192794
13351	TRIPLETT 1-2	PA	RENVILLE	2-159-86	NESE	IVANHOE	48.62421016	-101.7366767
17440	MESA 24-2H	AB	Burke	2-163-89	SESW	LAKESIDE	48.96733761	-103.0627677
29241	Nangchen 155-86-11-HS1	PA	WARD	11-155-86	SESE	LONE TREE	48.25533973	-101.6856669
19783	Schlak #2	PA	RENVILLE	30-160-86	SENE	NORMA	48.65685856	-101.8239499
25472	Schlak #3	PA	RENVILLE	30-160-86	NENE	NORMA	48.66047658	-101.823928
10058	BELLA 1	AB	BURKE	18-161-91	SENW	Northeast Foothills	48.77280606	-102.5381608
3419	RADENZ 1	PA	Burke	30-163-89	SWSE	PERELLA	48.91037612	-102.2699869
21720	Laura Funke #4	PA	RENVILLE	30-160-86	NWSW	SOUTH GREENE	48.65364779	-101.709231
18483	KALLBERG 1 H	PA	BURKE	18-159-90	LOT1	Thompson Lake	48.602694	-102.3631586
12491	SUNDSBAK 1-14	PA	WARD	14-153-84	NENE	TORNING	48.07925996	-101.4275091
3503	CHRISTENSEN ET AL 2	PA	Burke	4-162-90	NWNE	WOBURN	48.89238522	-102.3576953

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 54732

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **TERAFLEX GROUP, LLC** whose address is in WILLISTON, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

TERAFLEX GROUP, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 23, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

TERAFLEX GROUP, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

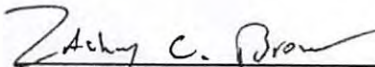
License # 54732



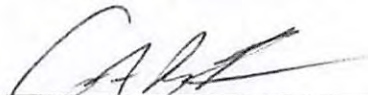
AGREEMENT / AUTHORITY TO SIGN

Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

All Necessary Acts: The Members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all Members of the LLC, may certify to other businesses or financial institutions as to the authority of one or more Members or officers of this LLC to transact specific items of business on behalf of the LLC.



Zachary C. Brown
Managing Member



George A. Brown III
Managing Member

General Contractors-Excavation-Grading-Heavy Hwy-Public Utilities-Oil & Gas

<i>North Carolina Office</i>	<i>ND - Corporate Office</i>	<i>Utah Office</i>
52 Walnut St, Suite 7	1015 58 th Street West/PO Box 10482	244 Paxton Ave
Waynesville NC 28786	Williston ND 58803	Salt Lake City, UT 84101
	Ph: 701.774.9816 Fax: 701.774.9817	



North Dakota Office
1015 58th Street W
Williston, ND 58801
(701)774-9816
(701)774-9817 fax
Mailing Address:
P O Box 10482
Williston, ND 58803

EQUIPMENT DESCRIPTION		HOURLY RATE
EXCAVATORS		
CAT 305 EXCAVATOR		\$ 68.00
CAT308 EXCAVATOR		\$ 78.00
CAT315 EXCAVATOR		\$ 100.00
CAT320 EXCAVATOR		\$ 104.00
CAT323 EXCAVATOR		\$ 126.50
CAT329 EXCAVATOR		\$ 136.50
CAT335 EXCAVATOR		\$ 142.00
CAT336 EXCAVATOR		\$ 144.50
BACKHOE		
CAT430 RUBBER TIRE BACKHOE		\$ 78.00
ATTACHMENTS - BROOM, FORK, BUCKET		
DOZERS		
CATD5G DOZER		\$ 84.00
CAT D5K2-LPG DOZER		\$ 94.50
JD 700 K DOZER		\$ 116.50
CATD6T DOZER		\$ 133.25
CAT D8K DOZER		\$ 221.00
MOTORGRADER		
CAT140 MOTORGRADER		\$ 118.75
CAT160M MOTORGRADER		\$ 128.75
SKIDSTEER		
CAT279C SKIDSTEER		\$ 76.50
W/ATTACHMENTS - BUSHHOG, BROOM, AUGER		\$ 88.50
OFF-ROAD TRUCK		
VOLVO A25 ARTICULATED TRUCK		\$ 98.00
CAT ARTICULATED DUMP TRUCK		\$ 126.00
COMPACTORS		
CAT563-SOIL COMPACTOR		\$ 82.50
CAT 815 COMPACTOR		\$ 225.00
TRENCH ROLLER (NO OPERATOR)		\$ 40.00
LOADERS		



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(701)774-9817 fax
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Williston, ND 58803

EQUIPMENT DESCRIPTION		HOURLY RATE
CAT 938M FRONT END LOADER		\$ 111.50
CAT 930 FRONT END LOADER		\$ 101.50
JD 7230 4 WHEEL DRIVE FARM TRACTOR		\$ 82.50
SCRAPERS		
CAT627 SCRAPER		\$ 390.00
LIGHT PLANTS		
ALLMAND LIGHT-PRO LIGHT TOWER (DAY RATE)		\$ 120.00
MISCELLANEOUS EQUIP		
AIR COMPRESSOR - (DAY RATE)	DAYRATE	\$ 300.00
AIR COMPRESSOR (LARGE) - (DAY RATE)	DAYRATE	\$ 2,500.00
BUSH HOG MOWER - 15' DECK		\$ 38.00
CEMENT PIG (DAY RATE)	DAYRATE	\$ 550.00
COMPACTOR - PLATE TAMP	DAYRATE	\$ 75.00
CONTANT C-915D SNOW BLOWER		\$ 395.00
CUT OFF SAW	DAYRATE	\$ 75.00
FLAMELESS HEATER	DAYRATE	\$ 375.00
GLYCOL GROUND HEATER	DAYRATE	\$ 475.00
HUSQVARNA WEED EATER		\$ 9.00
HYDRO-EXCAVATOR (5-AXLE)		\$ 310.00
HYDROVAC TRAILER & TRUCK		\$ 250.00
JEEP TESTER (DAY RATE)	DAYRATE	\$ 150.00
JOB TRAILER - (DAY RATE)	DAYRATE	\$ 325.00
DUMP TRAILER	DAYRATE	\$ 20.00
MANLIFT	DAYRATE	\$ 450.00
POLY FUSER		\$ 235.00
POSITECTOR TESTER (DAY RATE)		\$ 150.00
PRESSURE WASHER(HOT)-TRAILER MOUNTED	W/O OPER	\$ 50.00
SANDBLASTER (DAY RATE)	DAYRATE	\$ 175.00
SEED DRILL (10FT)	DAYRATE	\$ 125.00
SOIL DISK (12FT)	DAYRATE	\$ 200.00
SNOW BOX	DAYRATE	\$ 75.00
TELEHANDLER (DAY RATE)	DAYRATE	\$ 450.00
THAWING BLANKET (DAY RATE)	DAYRATE	\$ 75.00
THREADING MACHINE		\$ 240.00
WACKER - WATER PUMP		\$ 28.00
WIRTGEN 2500		\$ 400.00
GATE PANELS (SAFETY) DAYRATE	DAYRATE	\$ 3.00



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Williston, ND 58801
(701)774-9816
(701)774-9817 fax
Mailing Address:
P O Box 10482
Williston, ND 58803

EQUIPMENT DESCRIPTION	HOURLY RATE
ON-ROAD TRUCKS	
1/2 TON PICK-UP - SUPERVISOR	\$ 50.00
3/4 TON PICK UP - CREW	\$ 28.50
HOT SHOT TRUCK & TRAILER	\$ 66.00
LOWBOY TK WITH TRAILER W/STINGER	\$ 132.75
ON-ROAD WATER TRUCK 1800 GAL	\$ 55.00
ON-ROAD WATER TRUCK 4000 GAL	\$ 74.00
ROUSTABOUT TRUCK	\$ 55.00
CEMENT SPREADER TRUCK	\$ 133.00
SALT SPREADER TRUCK - TON	\$ 115.00
TK WITH 130BBL VAC TRAILER	\$ 107.00
TK WITH SIDE - BELLY DUMP TRAILER	\$ 107.00
TRI-AXLE END DUMP TRUCK	\$ 75.00
TRI-AXLE END DUMP TRUCK/ TRAILER	\$ 98.00
WELDER TRUCK	\$ 55.00
PERSONNEL	
ADMINISTRATION	\$ 45.00
LABORER	\$ 58.00
TRUCK DRIVER	\$ 63.00
OPERATOR	\$ 63.00
SUPERVISOR	\$ 70.00
WELDER	\$ 85.00
PROJECT MANAGER	\$ 105.00



December 1, 2022

Mr. Cody VanderBusch
NDIC Oil & Gas Division
1016 E. Calgary Ave
Bismark, ND 58503-5512

SUBJECT: Reclamation Package 1

Dear Mr. VanderBusch:

North Wind Site Services, LLC is pleased to present our proposal in response to the subject solicitation for well location reclamation.

North Wind Site Services is an SBA-certified 8(a) small, disadvantaged business specializing in environmental services. We offer the State of North Dakota a low-risk, experienced, and cost-effective contractor with the in-house capabilities to build teams as well as package and deliver full-service projects. North Wind has oil and gas experts on staff who will be assigned to all North Dakota reclamation projects if awarded.

North Wind Site Services understands that orphan well programs throughout the U.S. are complex in all respects, including building access to the well sites; safely and efficiently abandoning downhole scenarios; removing and remediating surface equipment, buried pipelines, and contaminated soils; and reclaiming disturbed areas wherein the land, air, and water are returned to an "untouched" status.

Our expertise in oil and gas site reclamation has been gained on previous projects for the Federal Bureau of Land Management (BLM) in Wyoming and the U.S. Forest Service in Tennessee. In addition, we have successfully completed reclamation projects for the BLM at mine sites in California, Colorado, and Nevada, the U.S. Department of Energy at the Energy Technology Engineering Center in California, the U.S. Army Corps of Engineers at EPA Superfund sites in Ohio and Oregon, and the Coeur D'Alene Trust in Idaho. As described in the attached flyer, North Wind Site Services brings a breadth of experience, not only in reclamation but in a full complement of services for state oil and gas programs.

As the president of North Wind Site Services, I welcome you to contact me regarding this proposal. I may be reached at kkearney@northwindgrp.com or (208) 520-0940.

We thank you for this opportunity to work with the State of North Dakota and look forward to assisting you with your reclamation requirements.

Warm Regards,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Kimberley Kearney, PMP
President, North Wind Site Services, LLC

ORPHAN WELLS

The U.S. Department of Interior defines an Orphan Well as *occurring when an operator fails to properly plug and remediate an oil and gas well, and no responsible party can be identified for cleanup activities.*

Proper plugging of orphan wells is necessary to protect public health and safety and conserve natural resources. The Orphan Well count is growing faster, and will continue to do so, than those wells that are being properly plugged and abandoned.

North Wind Group companies (North Wind) are small business leaders in the environmental, engineering, construction, and technical consulting industries. Our wide-ranging capabilities allow self-performance of nearly all aspects of any given work scope, providing our customers with significant cost savings.



PEOPLE



Our team offers...

- More than 2,000 field supervisors, heavy equipment operators, engineers, scientists, and regulatory and specialists available for deployment and support
- Above industry-average Health & Safety with an EMR 0.76
- \$450 million in bonding capacity backed by \$1 billion balance sheet

BENEFITS



North Wind brings...

- Teaming partners and deployable resources across the U.S., ensuring timely response when needs arise
- Proven and mature corporate infrastructure in place for more than 25 years and implemented on thousands of projects
- North Wind companies are wholly owned subsidiaries of Cook Inlet Region, Inc. (CIRI), an Alaska Native Corporation (ANC). The group of companies include small disadvantaged businesses, 8(a), and HUBZone companies.

SERVICES



- **Environmental**
 - Air Quality Monitoring
 - Surface and Groundwater Monitoring
- **Reclamation/Restoration**
 - Return Sites Back to "Natural" Condition
 - Removal of Pipelines and Old Surface Structures/Equipment
 - Covered Up Old Pits and Reseed
- **Remediation**
 - NORM Removal
- **Engineering**
- **Plug and Abandon (P&A) Subsurface Oil/Gas Wells and Groundwater Monitoring Wells**

BUSINESS LINES



North Wind has six business lines providing experienced and qualified solutions to meet all of your needs.

- Environmental Services
- Engineering Services
- Construction Services
- Facility Operation & Infrastructure Services
- IT/Cyber Enterprise Management Services
- Professional Services

For more information scan the QR code above or go to northwindgrp.com/what-we-do



Grant Smith, *Regional Director*
grant.smith@northwindgrp.com
(713) 519-9229

Kimberley Kearney, PMP
President North Wind Site Services
kkearney@northwindgrp.com | (208) 520-0940

EXAMPLE EXPERIENCE SUMMARY



BIG SOUTH FORK

Bureau of Land Management (BLM) | Fentress County, TN
Well plugging and surface remediation services located at 12 historic well sites within the Big South Fork National River and Recreation Area that included:

- All management, personnel, equipment, engineering, services and materials
- Mobilization and demobilization of personnel, equipment, materials, and supplies.
- Planning and execution of all site restoration and removals, including road repair
- Removal, testing, transporting, and disposing of all hazardous and nonhazardous oilfield waste, equipment, and materials in a manner that complies with all federal, state, and local regulations
- Kept premises free from accumulations of waste materials and debris, continuously evaluating if any materials were hazardous, and then responsible for the removal and proper disposal according to the Department of Environmental Quality
- Notified the site landowners and/or lease holders and the landowners and/or lease holders of any property used for ingress and egress prior to the commencement of work

FUN FACT
The first modern oil well in the U.S. was drilled by Edwin Drake in northwestern Pennsylvania in 1859.

RECLAMATION/REMEDICATION/RESTORATION PROJECTS

- **Energy Technology Engineering Center (ETEC)** | Simi Valley, CA | U.S. Department of Energy (DOE)
- **Luckey Formerly Utilized Sites Remedial Action Program (FUSRAP)** | Luckey, OH | U.S. Army Corps of Engineers (USACE)
- **Rand Mine Reclamation** | Kern County, CA | BLM
- **Frisco Bagley Mine Reclamation** | Bonita Peak, CO | BLM
- **Formosa Mine** | Douglas County, OR | USACE
- **Interstate Callahan Environmental Remediation, East Fork Nine Mile** | Silver Valley, ID | Coeur d'Alene Complex Superfund Site
- **Pine Bird Mine Environmental Remediation** | Cherry Creek, NV | BLM

GROUNDWATER MONITORING PROJECTS

- **Upper Blackfoot Mining Complex Monitoring** | Lincoln, MT | Montana Department of Environmental Quality (DEQ)
- **Technical and Remedial Services** | Coeur d'Alene Basin, ID | Idaho DEQ
- **Perfluorinated Compounds at Eielson Air Force Base and Moose Creek** | Moose Creek, AK | USACE
- **ETEC** | Simi Valley, CA | DOE
- **Atlas 12 Final Remedial Action** | Windsor, CO | USACE
- **Luckey FUSRAP** | Luckey, OH | USACE
- **Gilt Edge Mine Groundwater Investigation** | Lawrence County, SD | USACE
- **Jefferson Proving Grounds Environmental Radiation Monitoring** | IN | USACE

AIR MONITORING PROJECTS

- **ETEC** | Simi Valley, CA | DOE
- **Luckey FUSRAP** | Luckey, OH | USACE
- **Knolls Atomic Environmental Remediation Services Demolition and Removal** | Schenectady, NY | DOE
- **Lawrence Livermore Technical Assistance Contract** | Livermore, CA | DOE
- **Deactivation Project** | Paducah, KY | DOE
- **Container Ship Terminal Expansion Environmental Impact Statement** | Charleston, SC | South Carolina State Ports Authority
- **Air Permitting and Compliance Services** | Pickens/Anderson, SC | OWT Industries (Ryobi)
- **Air Permitting and Compliance Services** | Fletcher, NC | Wilsonart, LLC
- **Air Emissions Inventories, Title V Permit Renewal, and Misc. Air Quality Services** | AK and CO | Air Force Civil Engineering Center

WELL P&A AND DECOMMISSIONING PROJECTS

- **HAZMAT Cleanup** | 12 Western U.S. States | BLM
- **Big South Fork Oil and Gas Well P&A** | Fentress County, TN | BLM
- **Atlas 12 Final Remedial Action** | Windsor, CO | USACE
- **Los Alamos National Laboratory Deep Drilling Program** | New Mexico | DOE
- **ETEC** | Simi Valley, CA | DOE
- **Environmental Remediation of Haines Fuel Terminal** | Haines, AK | USACE



BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$4,145,936.30 - (Salvage Value) See Attachment B
+ (Potential extras estimate) See Attachment A
= (Total bid amount) \$4,145,936.30 dollars (\$).

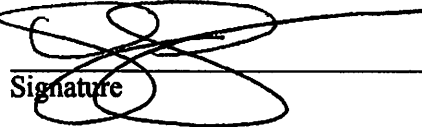
Contractor hereby agrees that it shall comply with all Federal requirements including Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (as noted in Attachment A of Bid Notification).

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 Reclamation 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 1st day of December 2022.

North Wind Site Services, LLC

Name of Bidder



Signature

1425 Higham St., Idaho Falls, ID 83402

Business Address

208-520-0940

Business Telephone Number

kkearney@northwindgrp.com

Email

Table of Contents

Table of Contents	1
Assumptions.....	2
Inclusions	2
Exclusions.....	3
Detailed Cost Estimate by Well.....	4
Attachment A – Potential Extra Costs.....	5
Attachment B – Potential Salvage Values	5

Assumptions

- All wells will be plugged by June 2023 to facilitate mobilization for reclamation to meet required period of performance.
- The State will provide Right of Entry for all locations regardless of ownership.
- Reclamation is to be completed to the standards set forth in the specification and as defined in NDAC 43-02-03-34.1. Landowner expectations beyond the established standard will require resolution assistance and/or additional charge approval.
- Abandoned flowlines intact and functional for flushing and abandonment.
- No GIS deliverables as required by North Dakota Administrative Code 43-02-03-29.1 will be provided documenting pipeline abandonment. Daily activity reports will be used to record a description of pipeline abandonment completed each day including locations of start and end points, type of fluid used, and estimated length.

Inclusions

- Removal of any remaining surface equipment and junk. Tanks, treaters, and electrical controllers are included at an additional cost see Attachment A.
- Surface material stripping.
- North Wind will flush flowlines with fresh water and cut and cap 3' below final contour. Water will be disposed of at an authorized facility, not to exceed 110 BBL. Attachment A includes cost for additional flushing and disposal rates. Flowlines above 3' will be removed and disposed of.
- Flowlines to be flushed to facility onsite (Treater, CTB, etc.) or to the extent of site pad area or lease road under scope for reclaiming.
- North Wind will provide contaminated soil removal down to 4' at prices provided in Attachment A.
- Locations and lease roads will be re-countered to blend in with surrounding topography to restore natural drainage of area.
- Rocks will be buried as needed.
- North Wind will bring in and spread 6" of topsoil at well location and lease road.
- All disturbed areas will be cultivated/ripped to alleviate compaction and prepare for seeding.
- North Wind will perform seeding to the native grass specifications for all areas where applicable.
- North Wind will submit to the commission photos of each location prior to work starting, mid-way through work, and after completing work. In addition, daily activity reports documenting dates, times, and work that was completed each day will be prepared and submitted.

Exclusions

- Exploratory excavation/locating services to find any abandoned or unlocatable flowlines.
- All winterization items are excluded, such as snow removal, frost laws permitting, road restrictions, heaters, extreme condition productivity, etc. If required, cost adders will apply.
- TENORM assessments and disposal.
- Removal and disposal of asbestos insulation.
- Fencing/Erosion Control
- H2S support services will be billed at an additional cost.
- No disposal/salvage is included for vehicles abandoned on locations since a title is required to perform these tasks.
- Removal of any utility services from site. Electric contractor or utility provider to disconnect power at meter and remove any transformers and/or underground electric boxes on location. North Wind will verify all locations have been deenergized prior to beginning work at locations where electrical is present.

Detailed Cost Estimate by Well

Well Location	Bid Amount
Aalund 4-35	\$ 306,212.52
Nuss 1	\$ 73,203.44
Paulson 1	\$ 219,896.35
Busch 1	\$ 185,695.11
Chola Sherwood Unit 10-1	\$ 68,619.87
Chola Sherwood Unit 6-1	\$ 67,755.63
Chola Sherwood Unit 9-1	\$ 157,191.36
Chola Sherwood Unit 9-2	\$ 130,922.97
Chola CTB	\$ 193,109.05
State of North Dakota 1-36	\$ 198,803.17
Smith 1-21	\$ 319,058.37
Energy Meyer 1	\$ 88,731.78
Energy Meyer 2	\$ 102,384.66
Energy Meyer SWD 1	\$ 161,174.38
Triplett 1-2	\$ 75,858.70
Mesa 24-2H	\$ 165,525.05
Nangchen 155-86-11-HS1	\$ 369,721.07
Schlak #2	\$ 110,074.83
Schlak #3	\$ 85,471.93
Bella 1	\$ 139,031.82
Radenz 1	\$ 132,612.69
Laura Funke #4	\$ 305,334.74
Kallberg 1 H	\$ 165,964.03
Sundsbak 1-14	\$ 116,080.67
Christensen ET AL 2	\$ 207,502.11

Attachment A – Potential Extra Costs

Extra	Cost	Unit
Contaminated Soil Disposal (Includes Hauling)	\$ 274.52	CY
Topsoil	\$ 15.53	CY
Topsoil Hauling	\$ 140.00	Hour
Fresh Water	\$ 6.00	BBL
Contaminated Water Disposal	\$ 35.00	BBL
Hydrovac Truck	\$ 400.00	Hour
Vac Truck	\$ 175.00	Hour

Attachment B – Potential Salvage Values

Due to market volatility, salvage value will be provided at time of salvage less freight and administrative costs.

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000047187

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **North Wind Site Services, LLC** whose address is in KNOXVILLE, TN, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

North Wind Site Services, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: July 15, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

North Wind Site Services, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000047187



STATE OF NORTH DAKOTA
 OFFICE OF STATE TAX COMMISSIONER
 BRIAN KROSHUS, COMMISSIONER

November 18, 2022

Ref: L1710635136
 Acct: 5956402-CCT-002

NORTH WIND SITE SERVICES LLC
 1425 HIGHAM ST
 IDAHO FALLS ID 83402-1513

(083) 

North Dakota Contractor’s Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner’s records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor’s Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
 BRIAN KROSHUS, COMMISSIONER

November 18, 2022

Ref: L0368457856
 Acct: 5956402-CCT-002

NORTH WIND SITE SERVICES LLC
 1425 HIGHAM ST
 IDAHO FALLS ID 83402-1513

(083) 

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Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, **make a copy for your records**, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$1,967,403.- - (Salvage Value) \$10,000.-
+ (Potential extras estimate) \$300,000.-
= (Total bid amount) \$2,257,403.- 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 Reclamation 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 1st day of December 2022.

Gratech Company, LLC
Name of Bidder

Tey M. Bui
Signature

8201 282nd St NW
Berthold, ND 58718
Business Address

701-453-3434
Business Telephone Number

thunke@gratechno.com
Email

ReclamationPackage 1
Cost Breakdown by Location

12/1/2022

File No	Well Name & Number	Bid Cost	Salvage	Potential Extra	Sum
13713	AALUND 4-35	\$ 170,867	\$ 1,000	\$ 12,000	\$ 181,867
3505	NUSS 1	38,158	0	12000	50,158
7152	PAULSON 1	111,920	0	12000	123,920
13102	BUSCH 1	84,815	0	12000	96,815
4058	CHOLA SHERWOOD UNIT 10-1	34,737	0	12000	46,737
4064	CHOLA SHERWOOD UNIT 6-1	29,605	0	12000	41,605
5073	CHOLA SHERWOOD UNIT 9-1	63,815	0	12000	75,815
6328	CHOLA SHERWOOD UNIT 9-2	46,710	0	12000	58,710
40347	CHOLA CTB	222,550	2000	12000	232,550
8989	STATE OF NORTH DAKOTA 1-3	77,158	1000	12000	88,158
12782	SMITH 1-21	39,868	0	12000	51,868
11227	ENERGY MEYER 1	27,605	0	12000	39,605
11303	ENERGY MEYER 2	31,026	0	12000	43,026
90066	ENERGY MEYER SWD 1	86,263	1000	12000	97,263
13351	TRIPLETT 1-2	49,131	0	12000	61,131
17440	MESA 24-2H	128,369	2000	12000	138,369
29241	NANGCHEN 155-86-11-HS1	181,550	0	12000	193,550
19783	SCHLAK #2	39,579	0	12000	51,579
25472	SCHLAK #3	32,737	0	12000	44,737
10058	BELLA 1	53,263	0	12000	65,263
3419	RADENZ 1	80,842	1000	12000	91,842
21720	LAURA FUNKE #4	66,236	0	12000	78,236
18483	KALLBERG 1 H	129,920	1000	12000	140,920
12491	SUNDSBAK 1-14	44,710	0	12000	56,710
3503	CHRISTENSEN ET AL 2	95,973	1000	12000	106,973
	Total Amount:	\$ 1,967,403	\$ 10,000	\$ 300,000	\$ 2,257,403

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 28755

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **GRATECH COMPANY, LLC** whose address is in BERTHOLD, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

GRATECH COMPANY, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 14, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BID

Bid for reclamation of the following well sites: Package 1

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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$1,115,953.52 - (Salvage Value) \$14,000.00
+ (Potential extras estimate) \$111,595.35
= (Total bid amount) \$1,213,548.87 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 Reclamation 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 1st day of December 2022.

Badlands Contracting, LLC

Name of Bidder



Signature

1500 2nd Ave SW Watford City, ND 58854

Business Address

(701) 502-2007

Business Telephone Number

KNorbeck@badlandscontracting.com

Email

Reclaim Package 1

Package	FileNo	Well Name & Number	Status	County	Total
Package 1	13713	AALUND 4-35	PA	DIVIDE	\$ 122,161.67
Package 1	3505	NUSS 1	PA	Burke	\$ 25,913.27
Package 1	7152	Paulson 1	AB	BURKE	\$ 95,185.07
Package 1	13102	BUSCH 1	AB	BURKE	\$ 71,995.80
Package 1	4058	Chola Sherwood Unit 10-1	AB	RENVILLE	\$ 17,108.89
Package 1	4064	Chola Sherwood Unit6-1	AB	RENVILLE	\$ 60,226.20
Package 1	5073	Chola Sherwood Unit 9-1	AB	RENVILLE	\$ 30,199.11
Package 1	6328	Chola Sherwood Unit 9-2	AB	RENVILLE	\$ 23,699.11
Package 1	40347	Chola CTB	AB	RENVILLE	\$ 61,047.67
Package 1	8989	STATE OF NORTH DAKOTA 1-36	AB	RENVILLE	\$ 22,440.00
Package 1	12782	SMITH 1-21	AB	BURKE	\$ 47,660.47
Package 1	11227	ENERGY MEYER 1	AB	RENVILLE	\$ 45,720.13
Package 1	11303	ENERGY MEYER 2	AB	RENVILLE	\$ 27,630.10
Package 1	90066	ENERGY MEYER SWD1	AB	RENVILLE	\$ 31,664.23
Package 1	13351	TRIPLETT 1-2	PA	RENVILLE	\$ 26,446.33
Package 1	17440	MESA 24-2H	AB	Burke	\$ 6,500.00
Package 1	29241	Nangchen 155-86- 11-HS1	PA	WARD	\$ 73,244.44
Package 1	19783	Schlak #2	PA	RENVILLE	\$ 33,539.00
Package 1	25472	Schlak #3	PA	RENVILLE	\$ 23,379.80
Package 1	10058	BELLA 1	AB	BURKE	\$ 19,879.80
Package 1	3419	RADENZ 1	PA	Burke	\$ 31,354.23
Package 1	21720	Laura Funke #4	PA	RENVILLE	\$ 32,902.40
Package 1	18483	KALLBERG 1 H	PA	BURKE	\$ 109,643.33
Package 1	12491	SUNDSBAK 1-14	PA	WARD	\$ 32,468.60
Package 1	3503	CHRISTENSEN ET AL 2	PA	Burke	\$ 43,943.87

Total Gross \$ 1,115,953.52

Less Salvage \$ (14,000.00)

Plus Extras \$ 111,595.35

Total Bid Amount \$ 1,213,548.87

State of North Dakota SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 58132

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **BADLANDS CONTRACTING, LLC** whose address is in WATFORD CITY, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

BADLANDS CONTRACTING, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 4, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BID

Bid for reclamation 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, RECLAMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 1,748,086.71 - (Salvage Value) 23,220.80
+ (Potential extras estimate) 425,857.98
= (Total bid amount) 2,150,723.89 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 Reclamation 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 1st day of December 2022.

Radiation Pros, LLC
Name of Bidder

Kurt Rhea
Signature

14 Inverness Dr. E, Suite A-220, Englewood, CO 80112
Business Address

720-771-0200
Business Telephone Number

kurt.rhea@radpros.com
Email

derek.rhea@radpros.com

Bid Package 1

Site	Gross	Salvage Value	Potential Extras	Total Bid Amount
AALUND 4-35	\$124,494.63	-\$944.53	\$65,240.88	\$188,790.98
NUSS 1	\$62,729.42	-\$3,244.53	\$21,810.37	\$81,295.26
Paulson 1	\$97,889.82	-\$1,634.53	\$24,756.43	\$121,011.71
BUSCH 1	\$68,150.13	-\$690.00	\$12,883.83	\$80,343.96
Chola Sherwood Unit 10-1	\$51,947.38	-\$690.00	\$10,723.86	\$61,981.24
Chola Sherwood Unit 6-1	\$51,947.38	-\$690.00	\$2,074.48	\$53,331.85
Chola Sherwood Unit 9-1	\$38,465.66	-\$1,634.53	\$3,990.57	\$40,821.70
Chola Sherwood Unit 9-2	\$31,947.75	-\$690.00	\$3,475.99	\$34,733.74
Chola CTB	\$77,433.02	-\$1,150.00	\$8,998.82	\$85,281.84
STATE OF NORTH DAKOTA 1-36	\$38,940.05	-\$690.00	\$1,015.27	\$39,265.32
SMITH 1-21	\$50,847.80	-\$1,634.53	\$2,622.07	\$51,835.33
ENERGY MEYER 1	\$44,521.06	-\$690.00	\$1,559.12	\$45,390.18
ENERGY MEYER 2	\$54,240.34	-\$1,634.53	\$5,402.60	\$58,008.41
ENERGY MEYER SW 1	\$49,675.78	-\$944.53	\$5,982.73	\$54,713.98
TRIPLETT 1-2	\$52,473.42	-\$1,634.53	\$7,479.15	\$58,318.04
MESA 24-2H	\$74,474.49	\$0.00	\$6,818.34	\$81,292.83
Nangchen 155-86-11-H	\$259,822.37	-\$2,094.53	\$74,269.71	\$331,997.55
Schlak #2	\$69,196.17	\$0.00	\$14,176.32	\$83,372.49
Schlak #3	\$30,550.34	-\$690.00	\$3,773.61	\$33,633.95
BELLA 1	\$45,032.42	-\$690.00	\$7,197.90	\$51,540.32
RADENZ 1	\$38,734.83	\$0.00	\$4,608.17	\$43,343.01
Laura Funke #4	\$72,744.70	\$0.00	\$15,697.88	\$88,442.58
KALLBERG 1 H	\$140,240.44	-\$1,150.00	\$36,840.43	\$175,930.86
SUNDSBAK 1-14	\$60,793.66	\$0.00	\$42,229.72	\$103,023.38
CHRISTENSEN ET AL 2	\$60,793.66	\$0.00	\$42,229.72	\$103,023.38
Totals	\$1,748,086.71	-\$23,220.80	\$425,857.98	\$2,150,723.89

Terms and Conditions

Client is responsible for any incremental costs associated with variations in transportation costs whether related to volume of material/debris transported, travel time to disposals facilities, or fuel surcharges. The volume of waste material and debris required to be disposed of and the backfill material required may also vary, despite our best estimates, creating variances (positive or negative) from this cost estimate. Client acknowledges that inclement weather, road closures, timely access to the sites, levels of impact due to salinity, hydrocarbons, or radioactivity, the volume and value of recyclable material or prices/credits for recovery of oil, extent of contamination, and the condition of the waste stream are all beyond RAD PROS' immediate control and these circumstances may impact the cost of management and disposal of any waste, potentially increasing or decreasing the final cost to the client. For the state's benefit, all 3rd party costs will be billed at cost +15%.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stailey Insurance Corporation 2084 S. Milwaukee Street Denver CO 80210-	CONTACT NAME: Jenny Westphal PHONE (A/C No. Ext): (303)759-2796 FAX (A/C No.): (303)759-2960 E-MAIL ADDRESS: jenny@staileycorp.com <hr/> <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Atlantic Specialty Insurance Co</td> <td>27154</td> </tr> <tr> <td>INSURER B: Colony Insurance Company</td> <td>39993</td> </tr> <tr> <td>INSURER C: Homeland Insurance Company of New York</td> <td>34452</td> </tr> <tr> <td>INSURER D: Pinnacol Assurance</td> <td>41190</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Atlantic Specialty Insurance Co	27154	INSURER B: Colony Insurance Company	39993	INSURER C: Homeland Insurance Company of New York	34452	INSURER D: Pinnacol Assurance	41190	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Atlantic Specialty Insurance Co	27154														
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INSURER D: Pinnacol Assurance	41190														
INSURER E:															
INSURER F:															
INSURED Radiation Pros, LLC 14 Inverness Drive East, Suite A-220 Englewood CO 80112-5627															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR INSD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	x	x	7930120780000	07/31/2022	07/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 2,500
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	x	x	7930120790000	07/31/2022	07/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		x	7930120800000	07/31/2022	07/31/2023	EACH OCCURRENCE \$ 10,000,000
B	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		x	EXO4257893	07/31/2022	07/31/2023	AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	4212966	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Contractor's Pollution Liability		x	7930120780000	07/31/2022	07/31/2023	Each Condition \$1,000,000
C	E&O/Professional Liability		x	7930120780000	07/31/2022	07/31/2023	Each Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Transportation Pollution Liability Included at \$1,000,000 each per pollution condition. Rented Equipment Coverage Applies via Policy #74243716 with a limit of \$250,000 & \$1,000 Deductible. Cargo liability insurance including loading/unloading is included in the coverage above under policy #7930120780000, eff 7/31/2022-7/31/2023. Excess Liability coverage extends over all coverages listed above. General Liability coverage is Primary and Non-contributory where required by written contract.

Leased/Rented Equipment coverage provided by policy #74243716, 4/1/2022-4/1/2023 with Auto Owners Insurance, up to a \$250,000 limit.

Stop Gap Employers Liability Coverage Endorsement - Wyoming - \$1,000,000 Bodily Injury By Accident; \$1,000,000 Bodily Injury By Disease Aggregate and Each Employee

CERTIFICATE HOLDER	CANCELLATION
State of North Dakota	AI 073034
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
AUTHORIZED REPRESENTATIVE 	

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000045113

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **RADIATION PROS, LLC** whose address is in ENGLEWOOD, CO, has filed in this office proper documents for a Contractor License valid until March 1, 2022, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

RADIATION PROS, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: June 4, 2021

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

RADIATION PROS, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2022 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000045113



STATE OF NORTH DAKOTA
 OFFICE OF STATE TAX COMMISSIONER
 RYAN RAUSCHENBERGER, COMMISSIONER

October 29, 2021

Ref: L0739004544
 Acct: 5663885-CCT-004

RADIATION PROS, LLC
 14 INVERNESS DRIVE E STE A-220
 ENGLEWOOD CO 80112-5625

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date



STATE OF NORTH DAKOTA

Alvin A. Jaeger

Secretary of State

600 E Boulevard Avenue Dept 108
Bismarck, ND 58505-0500

Terrie Tyree
14 INVERNESS DRIVE EAST, SUITE A-220
ENGLEWOOD, CO 80112

02/22/2022

Receipt Detail

Receipt ID: 2859236

Receipt Total: \$90.00

Item	Description	Check/Ref #	Image ID	Fee	#	Total
Contractor License Renewal	RADIATION PROS, LLC - 0005534242	0005810412		\$90.00	1	\$90.00
Payment - Credit Card (web)	Terrie Tyree - 14 Inverness Drive East, Suite A-220, Englewood, CO 80112	AR0P7C8C971B				(\$90.00)
				Balance:		\$0.00

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$820,327.09 - (Salvage Value) \$25,637.76
+ (Potential extras estimate) \$77,000.00
= (Total bid amount) \$871,689.33 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 Reclamation 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 30 day of November 2022.

Midwest Industrial Maintenance LLC
Name of Bidder

Davine Bachman
Signature

5057 Owan Industrial Park Dr #7 Williston, ND 58801
Business Address

(701) 645-3261
Business Telephone Number

info@midwestim.com
Email

Bid Package 1

Well Name	Cost	Equipment Salvage 42.5/ton	Potential Extra Item	Potential Extra Cost	Net Total
Aalund 4-35	\$40,832.33	\$1,508.75	Contour	\$2,500.00	\$41,823.58
Nuss 1	\$26,363.01	\$830.00	Contour	\$3,000.00	\$28,533.01
Paulson 1	\$44,462.89	\$1,604.00	Contour	\$5,000.00	\$47,858.89
Busch 1	\$32,117.95	\$830.00	Contour	\$2,500.00	\$33,787.95
Chola Sherwood Unit 10-1	\$26,363.01	\$830.00	Contour	\$3,500.00	\$29,033.01
Chola Sherwood Unit 6-1	\$26,363.01	\$830.00	Contour	\$3,500.00	\$29,033.01
Chola Sherwood Unit 9-1	\$26,363.01	\$830.00	Contour	\$3,500.00	\$29,033.01
Chola Sherwood Unit 9-2	\$26,363.01	\$830.00	Contour	\$3,500.00	\$29,033.01
Chola CTB	\$43,088.45	\$1,392.00	Contour	\$5,000.00	\$46,696.45
State of North Dakota 1-36	\$34,123.51	\$1,931.00	Contour	\$3,500.00	\$35,692.51
Smith 1-21	\$40,930.40	\$1,931.00	Contour	\$3,500.00	\$42,499.40
Energy Meyer 1	\$26,363.01	\$850.00	None		\$25,513.01
Energy Meyer 2	\$26,363.01	\$1,700.00	Contour	\$3,500.00	\$28,163.01
Energy Meyer SWD 1	\$48,407.86	\$1,137.73	Contour	\$3,500.00	\$50,770.13
Triplett 1-2	\$43,704.66	\$0.00	Contour	\$7,000.00	\$50,704.66
Mesa 24-2H	\$37,048.05	\$2,111.40	Contour	\$3,500.00	\$38,436.65
Nangchen 155-86-11-HS1	\$26,363.01	\$0.00	Contour	\$4,000.00	\$30,363.01
Schlak #2	\$22,657.13	\$0.00	None		\$22,657.13
Schlak #3	\$22,657.13	\$0.00	None		\$22,657.13
Bella 1	\$26,363.01	\$850.00	Contour	\$2,500.00	\$28,013.01
Radenz 1	\$40,513.15	\$1,540.63	Contour	\$3,000.00	\$41,972.52
Laura Funke #4	\$32,215.95	\$0.00	Contour	\$5,000.00	\$37,215.95
Kallberg 1 H	\$39,727.46	\$2,635.00	Contour	\$3,000.00	\$40,092.46
Sundsbak 1-14	\$21,506.87	\$0.00	None		\$21,506.87
Christensen ET AL 2	\$39,066.21	\$1,466.25	Contour	\$3,000.00	\$40,599.96
Total	\$820,327.09	\$25,637.76	\$0.00	\$77,000.00	\$871,689.33



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
BRIAN KROSHUS, COMMISSIONER

November 22, 2022

Ref: L1800747136
Acct: 5883059-CCT-002

MIDWEST INDUSTRIAL MAINTENANCE LLC
5057 OWAN INDUSTRIAL PARK DR UNIT 7
WILLISTON ND 58801-9072

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2023.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000045753

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Midwest Industrial Maintenance LLC** whose address is in LOCKPORT, IL, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Midwest Industrial Maintenance LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 11, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

Midwest Industrial Maintenance LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000045753

State of North Dakota SECRETARY OF STATE



Certificate of Good Standing of Midwest Industrial Maintenance LLC

SOS Control ID#: 0005648896

Certificate #: 022642724-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

Midwest Industrial Maintenance LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective September 22, 2021. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 21, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of
(Gross) \$1,770,870 - (Salvage Value) \$11,400
+ (Potential extras estimate) See attached price sheet.
= (Total bid amount) \$1,759,470 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 Reclamation 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 30 day of November 2022.

Steve Pierce

Name of Bidder



Signature

P.O. Box 3159 Minot, ND 58702
Business Address

406-630-2255
Business Telephone Number

spierce@shancollc.com
Email



11/30/2022

ATTENTION: CODY VANDERBUSCH

SUBJECT: Package 1

Shanco Energy Services is pleased to submit this proposal to provide the requested pricing, labor, tools, and equipment for NDIC. Our proposal is based on the scope of work provided and attached price sheets.

Clarifications & Potential Extra Cost

- Removal of utilities is not included in the pricing.
- There's 1,150 yards of subsoil / material per site to be removed included in pricing, additional material will be billed at \$15 per yard.
- There's 1,150 yards of topsoil per site included in pricing, additional material will be billed at \$30 per yard delivered.
- All Hydro Vac, Hot Oiler and Vac Trucks will be billed back at cost plus 10%, if additional labor is needed it will be billed off T&M rate sheet.
- Any TENORM trucking will be billed at cost plus 10%
- Any TENORM or contaminated disposal fees will be billed back at cost plus 10%
- Any off-site lines that need flushed and capped will be billed off T&M rate sheet.
- Bond will be provided once awarded project.

We appreciate having been extended the opportunity to submit this bid and look forward to working with NDIC in the future. Please do not hesitate to contact us should you have any questions.

Regards,

Steve Pierce

Member / Regional Manager

spierce@shancollc.com

406-630-2255

State of North Dakota

SECRETARY OF STATE



Certificate of Good Standing of SHANCO, LLC

SOS Control ID#: 0002170406

Certificate #: 022667020-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

SHANCO, LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective May 20, 2013. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 29, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 48105

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **SHANCO, LLC** whose address is in MINOT, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

SHANCO, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 7, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

SHANCO, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 48105



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Great West Insurance Services, LLC PO Box 2518 Billings MT 59103		CONTACT NAME: Holly Cremer PHONE (A/C, No, Ext): (877) 229-4553 FAX (A/C, No): (866) 751-8096 E-MAIL ADDRESS: holly-cremer@leavitt.com	
INSURED Shanco, LLC P.O. Box 3159 Minot ND 58702		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance NAIC # 19046 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 22/23 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Underground Resources <input checked="" type="checkbox"/> North Dakota Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			H6609T687253IND22	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ 1,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			8109T68566522N4G	10/31/2022	10/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP9T69606522N4	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Employer's Liability Only H6609T687253IND22	10/31/2022	10/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			H6609T687253IND22	10/31/2022	10/31/2023	250,000
A	Motor Truck Cargo			H6609T687253IND22	10/31/2022	10/31/2023	Deductible 5,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder: State of North Dakota, Acting through its N.D. Industrial Commission- Dept of Mineral Resource/Oil & Gas Division is an Additional Insured on a Primary and Non-Contributory basis with Waiver of Subrogation per CAT3400215, CAT4370216, CG24531219, END0370920. Umbrella is following form including Pollution and Employer's Liability/North Dakota Stop Gap.

CERTIFICATE HOLDER State of North Dakota, Acting through its Industrial Commission- Dept of Mineral Re 1016 E Calgary Ave Bismark, ND 58503	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kaylee Hecht/HEKAYL <i>Kaylee Hecht</i>
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SCHEDULE OF EQUIPMENT AND LABOR RATES

**EFFECTIVE- January 1st 2022
Rate Sheet**

Item No.	Description	Rate Per Hour
SCHEDULE OF LABOR RATES		
1	Project Manager	\$100.00
2	Pipeline Superintendent	\$78.00
3	Light Constuction Superintendent	\$69.00
4	Asst. Superintendent	\$65.00
5	Welder w/ Rig	\$125.00
6	Foreman	\$65.00
7	Heavy Equipment Operator	\$60.00
8	Truck Driver	\$54.00
9	Hydro-Vac Truck Driver	\$52.00
10	Hydro-Vac Truck Swamper	\$48.00
11	Safety Personnel	\$52.00
12	Skilled Laborer	\$50.00
13	Welder's Helper	\$48.00
SCHEDULE OF EQUIPMENT RATES		
HOURLY RATES		
14	1/2 - ton Pickup/Operator's Truck	\$30.00
15	¾ ton Pickup/Superintendent's Truck	\$29.00
16	1-Ton Pipeline Crew Truck	\$45.00
17	1-Ton Light Construction Crew Truck	\$54.00
18	3-Ton Truck	\$65.00
19	15 Ton Truck	\$90.00
20	26 - 30 Ton Boom Truck	\$105.00
21	Hydro-Vac Truck	\$225.00
22	740 Dump Trucks or Equivalent	\$195.00
23	750 Dump Trucks or Equivalent	\$215.00
24	10 Yard Dump Truck	\$85.00
25	Water truck	\$80.00
26	Third Party Trucking	\$187.00
27	Gooseneck Trailer	\$30.00
28	Bumper Pull Trailer	\$30.00
29	Fire Suppression Trailer	\$35.00
30	Lowboy Trailer	\$45.00
31	Step Deck Trailer	\$30.00
32	130 bbl water trailer	\$30.00
33	Vac Trailer	\$30.00
34	Float Trailer	\$30.00
35	Side Dump Trailer	\$30.00
36	D4 Sideboom or equivalent	\$90.00
37	D5 Combination	\$105.00
38	D-6 Dozer or equivalent, or 561 Sideboom	\$150.00
39	D7 Dozer or equivalent, or 572 Sideboom	\$170.00
40	D8 Dozer or equivalent	\$185.00
41	Smooth Drum Roller	\$90.00
42	Man Lift	\$65.00
43	Telehandler	\$75.00
44	Forklift	\$45.00
45	Farm Tractor w/ Seeder or Attachments	\$60.00
46	Backhoe	\$75.00
47	Caterpillar 320 or Equivalent Hydraulic Trackhoe	\$125.00
48	Caterpillar 325 or Equivalent Hydraulic Trackhoe	\$155.00
49	Caterpillar 330 or Equivalent Hydraulic Trackhoe	\$165.00

SCHEDULE OF EQUIPMENT AND LABOR RATES

Item No.	Description	Rate Per Hour
HOURLY RATES CONTINUED		
50	Caterpillar 345 or Equivalent Hydraulic Trackhoe	\$195.00
51	Trackhoe Attachments Vacu Lift, Padding Bucket, Etc.	\$120.00
52	Mini Excavator	\$85.00
53	140 G Motor Grader or equivalent	\$140.00
54	163H Motor Grader or equivalent	\$155.00
55	Skid Steer	\$65.00
56	Front End Loader	\$125.00
57	Box plow for snow removal	\$20.00
58	Mobile Welding Trailer	\$52.00
DAILY RATES		
59	Light Plant	\$166.00
60	Beveling Machines	
	2" - 8"	\$10.00
	10" - 20"	\$65.00
	22" - 30"	\$80.00
61	Pipe Cradles	
	6" - 12"	\$95.00
	12" - 24"	\$150.00
62	Concrete Vibrator	\$42.00
63	Tamper/Compactor	\$110.00
64	Laser Level top con system	\$25.00
65	Laser 360 degree sensor	\$250.00
66	Generator / w Power tools	\$85.00
67	Line Locator/Holiday Detector	\$50.00
68	Air Compressor 185 CFM	\$195.00
69	Air Compressor 375 CFM	\$325.00
70	Enclosed Tool Trailer	\$100.00
71	Office Trailer	\$152.00
72	Pressure Washing Trailer	\$350.00
73	Safety Trailer (Two day minimum)	\$350.00
74	Side-by-side or ATV	\$200.00
75	Pressure Testing Chart Recorder/ Crystal gauge	\$250.00
76	Pressure Testing Trailer	\$250.00
77	Pressure Test Pump	\$340.00
78	Fusion Machine 3/4" - 4"	\$150.00
79	Fusion Machine 6" - 12"	\$375.00
80	Track Star Fusion Machine 4" to 12"	\$410.00
81	Track Star Fusion Machine 6" to 18"	\$640.00
82	Victaulic Threading Machine	\$140.00
83	Ditch/Trash Pump	\$75.00
84	Aeration Pump	\$81.00
85	Skid Steer (General Attachments)	\$158.00
86	Skid Steer Grader Attachment	\$500.00
87	Walk Behind Roller	\$300.00
88	Rig Heater	\$720.00
89	Sand Blasting Unit	\$400.00
90	Air Compressor 900 CFM	\$1,400.00
91	Threading Trailer	\$175.00

GENERAL PROVISIONS

- 1 Labor Rates are inclusive of wages and applicable cost including payroll taxes, contributions or assessments for unemployment insurance and workman's compensation insurance, overhead and profit.
- 2 This rate sheet does not charge overtime.
- 3 A minimum for all labor assigned shall be three (3) hours per day.
- 4 When personnel are required to remain overnight from their home base including Saturday and Sunday, a subsistence allowance of \$120.00 will be charged.
- 5 Sales tax or Gross Receipts taxes, if applicable, shall be charged in addition to the above rates.
- 6 Third party services and/or materials provided shall be charged at cost plus ten percent (10%).
- 7 Equipment rates are inclusive of maintenance, repair, fuel, oil, lube, taxes, insurance, depreciation, license fees, overhead and profit. Equipment rates are on a straight time basis.
- 8 A minimum charge for all equipment assigned shall be three (3) hours.
- 9 Vehicles used as workstations shall be charged the same hours as that incurred by the crews.
- 10 Any equipment required, not listed on our rate schedule, will be negotiated and added prior to being put into operation.
- 11 All hauling, trucking permits, or third party charges shall be charged at cost plus ten (10%).
- 12 In the case of significant increases in labor, equipment, or fuel costs Shanco reserves the right to openly discuss adjusting the rate sheet in order to recover these costs.
- 13 In the case of weather related shut-downs, all employees and equipment will receive three (3) hours for the day.
- 14 If any work is performed on the reservation the Tier 1 fee will be charged separately.

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

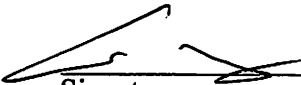
(Gross) \$1,502,550.⁰⁰ - (Salvage Value) \$25,000.⁰⁰
+ (Potential extras estimate) upon site inspection
= (Total bid amount) \$1,477,550.⁰⁰ dollars (\$).

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 Reclamation 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 30 day of November 2022.

Badlands Excavating + Oil Field Service, LLC
Name of Bidder


Signature

P.O. Box 3386
Minot, ND 58702
Business Address

701-838-7599
Business Telephone Number

chris@badlands-exoil.com

dave@badlands-exoil.com
Email

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 46004

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **BADLANDS EXCAVATING & OILFIELD SERVICE, LLC** whose address is in MINOT, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

BADLANDS EXCAVATING & OILFIELD SERVICE, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 27, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota SECRETARY OF STATE



Certificate of Good Standing of BADLANDS EXCAVATING & OILFIELD SERVICE, LLC

SOS Control ID#: 0002175569

Certificate #: 022664730-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

BADLANDS EXCAVATING & OILFIELD SERVICE, LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective September 14, 2012. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 29, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	Bid Package 1
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Various Sites
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with state official to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill and if not Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by run tickets and quantities less than estimate will be discounted accordingly.**

See lump sum bid

13713-Aalund 4-35	\$169,000.00
3505-Nuss 1	\$21,750.00
7152-Paulson 1	\$112,950.00
13102-Busch 1	\$48,450.00
4058-Chola Sherwood Unit 10-1	\$33,250.00
4064-Chola Sherwood Unit 6-1	\$33,050.00
5073-Chola Sherwood Unit 9-1	\$33,550.00
6328-Chola Sherwood Unit 9-2	\$34,900.00
403477-01-Chola CTB	\$124,250.00
8989-State of North Dakota 1-36	\$123,650.00
12782-Smith1-21	\$129,250.00
11227-Energy Meyer 1	\$41,350.00
11303-Energy Meyer 2	\$35,950.00
90066-Energy Meyer SWD 1	\$108,950.00
13351-Triplett 1-2	\$28,200.00
17440-Mesa 24-2H	\$28,500.00
29241-Nangchen 155-86-11-HS1	\$78,750.00
19783-Schlak #2	\$25,450.00
25472-Schlak #3	\$29,550.00
10058-Bella 1	\$28,650.00
3419-Radenz 1	\$30,450.00
21720-Laura Funke #4	\$30,750.00
18483-Kallberg 1 H	\$25,750.00
12491-Sundsbak 1-14	\$30,450.00
3503-Christensen ET AL 2	\$115,750.00

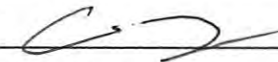
Total **\$1,502,550.00**

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	13713-Aalund 4-35
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Aalund 4-35
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

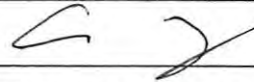
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,500.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	200 Tons	\$20.00/ton	\$4,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
6 tanks cleaned, laid over and disposed of	6	\$20,000.00	\$120,000.00
Remove piping, catwalk, and related equipment			\$12,500.00
Remove and demolish building			\$10,000.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$169,000.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	3505-Nuss 1
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Nuss 1
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

*Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$10,000.00
Purchase, import and place topsoil (Unit Price)	100 Tons	\$20.00/ton	\$2,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$21,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	7152-Paulson 1
			Paulson 1
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	285 Tons	\$20.00/ton	\$5,700.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
3 tanks cleaned, laid over and disposed of	3	\$20,000.00	\$60,000.00
1 Treator	1	\$10,000.00	\$10,000.00
Remove piping, catwalk, and related equipment			\$10,000.00
Remove propane tank and misc. equipment			\$3,500.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$112,950.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	13102-Busch 1
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Busch 1
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$20,000.00
Purchase, import and place topsoil (Unit Price)	485	\$20.00/ton	\$9,700.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25 Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Remove equipment			
1 Pumping Unit			\$7,500.00
Total			\$48,450.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance Our workers are fully covered by Workman's Compensation insurance

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	4058-Chola Sherwood Unit 10-1
		JOB PHONE	Chola Sherwood 10-1
			(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

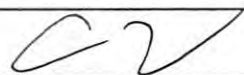
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	175Tons	\$20.00/ton	\$3,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Remove equipment			
1 Pumping Unit			\$7,500.00
Total			\$33,250.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance Our workers are fully covered by Workman's Compensation insurance

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within 15 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	4064-Chola Sherwood Unit 6-1
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Chola Sherwood 6-1
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	1650 Tons	\$20.00/ton	\$3,300.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Remove equipment			
1 Pumping Unit			\$7,500.00
Total			\$33,050.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	5073-Chola Sherwood Unit 9-1
		JOB PHONE	Chola Sherwood 9-1
			(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	190 Tons	\$20.00/ton	\$3,800.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25 Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Remove equipment			
1 Pumping Unit			\$7,500.00
Total			\$33,550.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within 15 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	6328-Chola Sherwood Unit 9-2
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Chola Sherwood 9-2
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

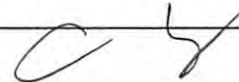
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$150.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	325 Tons	\$20.00/ton	\$6,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Remove equipment			
1 Pumping Unit			\$7,500.00
Total			\$34,900.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance Our workers are fully covered by Workman's Compensation insurance

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	
			403477-01-Chola CTB
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	
			Chola CTB
		JOB PHONE	
			(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	350 Tons	\$20.00/ton	\$7,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
3 tanks cleaned, laid over and disposed of	3	\$20,000.00	\$60,000.00
2 Treators	2	\$10,000.00	\$20,000.00
Remove piping, catwalk, and related equipment			\$10,000.00
Remove pumping unit building			\$3,500.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$124,250.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	8989-State of North Dakota 1-36
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	State of North Dakota 1-36
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*


	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	370 Tons	\$20.00/ton	\$7,400.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
3 tanks cleaned, laid over and disposed of	3	\$20,000.00	\$60,000.00
1 Treator	1	\$10,000.00	\$10,000.00
Remove piping, catwalk, and related equipment			\$10,000.00
Remove chemical barrel, propane tank and misc. equipment			\$5,000.00
Remove pumping unit			\$7,500.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$123,650.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	12782-Smith 1-21
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Smith 1-21
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

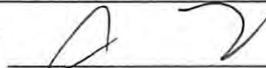
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	300 Tons	\$15.00/Ton	\$4,500.00
Shape site to natural terrain, remove road, and rip ground			\$20,000.00
Purchase, import and place topsoil (Unit Price)	650 Tons	\$20.00/ton	\$13,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bi.	
Oil (Disposed of at Secure)		\$47.25/Bi.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
3 tanks cleaned, laid over and disposed of	3	\$20,000.00	\$60,000.00
I Treator	1	\$10,000.00	\$10,000.00
Remove piping, catwalk, and related equipment			\$10,000.00
Remove chemical barrel and misc. equipment			\$3,500.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$129,250.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	11227-Energy Meyer 1
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Energy Meyer 1
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	205 Tons	\$20.00/ton	\$4,100.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bi.	
Oil (Disposed of at Secure)		\$47.25/Bi.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Remove equipment			
2 Pumping Unit			\$15,000.00
Total			\$41,350.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	11303-Energy Meyer 2
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Energy Meyer 2
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	235 Tons	\$20.00/ton	\$4,700.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25 Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Remove equipment			
1 Pumping Unit			\$7,500.00
Total			\$35,950.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	90066-Energy Meyer SWD 1
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Energy Meyer SWD 1
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	235 Tons	\$20.00/ton	\$4,700.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
3 tanks cleaned, laid over and disposed of	3	\$20,000.00	\$60,000.00
Remove piping, catwalk, and related equipment			\$10,000.00
Remove propane tank, pump, single plex pump			\$12,000.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$108,950.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	13351-Triplett 1-2
			Triplett 1-2
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.


**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site Inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	150 Tons	\$15.00/Ton	\$2,250.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	260 Tons	\$20.00/ton	\$5,200.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$28,200.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature 
Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance _____ Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	177440-Mesa 24-2H
			Mesa 24-2H
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	150 Tons	\$15.00/Ton	\$2,250.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	275 Tons	\$20.00/ton	\$5,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$28,500.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	29241-Nangchen 155-86-11-HS1
			Nangchen 155-86-11-HS1
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	1,000 Tons	\$15.00/Ton	\$15,000.00
Shape site to natural terrain, remove road, and rip ground			\$22,500.00
Purchase, import and place topsoil (Unit Price)	1,650 Tons	\$20.00/ton	\$33,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25 Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$78,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	19783-Schlak #2
			Schlak #2
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
<i>Terracon (Site inspection, Drone shots before, during and after)</i>			\$6,500.00
<i>*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)</i>		\$270.00/Hr.	
<i>Strip and remove gravel (Assumed 4" Depth)</i>	100 Tons	\$15.00/Ton	\$1,500.00
<i>Shape site to natural terrain, remove road, and rip ground</i>			\$12,500.00
<i>Purchase, import and place topsoil (Unit Price)</i>	160 Tons	\$20.00/ton	\$3,200.00
<i>John Deere 4560/Disk/Seeder</i>	4	\$125.00	\$500.00
<i>*Flushing lines, removal and disposal if necessary</i>			
<i>Produced water</i>		\$2.25/Bl.	
<i>Oil (Disposed of at Secure)</i>		\$47.25/Bl.	
<i>Trucking</i>		\$180.00	
<i>Removal of contaminated soil if necessary</i>			
<i>*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND</i>		\$28.35/ton	
<i>*Trucking</i>		\$180.00/hr.	
<i>*Mobilization and permit for Komatsu PC290 if required</i>		\$750.00	
<i>*Komatsu PC290 Hydraulic Excavator if needed</i>		\$230.00/hr.	
<i>*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary</i>			
<i>*Mobilization and permit for Komatsu PC240 if required</i>		\$500.00	
<i>*Komatsu PC240 Hydraulic Excavator if needed</i>		\$6.25/ft.	
Total			\$25,450.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	25472-Schlak #3
			Schlak #3
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	290 Tons	\$20.00/ton	\$5,800.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$29,550.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	10058-Bella 1
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Bella 1
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	320 Tons	\$20.00/ton	\$6,400.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$28,650.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	3419-Radenz 1
			Radenz 1
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	335 Tons	\$20.00/ton	\$6,700.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$30,450.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature _____



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	21720-Laura Funke #4
		JOB PHONE	Laura Funke #4
			(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

*Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	350 Tons	\$20.00/ton	\$7,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$30,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	18483-Kallberg 1H
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Kallberg 1H
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

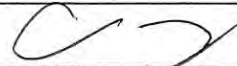
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site Inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	175 Tons	\$20.00/ton	\$3,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
4 tanks cleaned, laid over and disposed of	4	\$20,000.00	\$80,000.00
1 Treator	1	\$10,000.00	\$10,000.00
Remove piping, catwalk, and related equipment			\$12,000.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$127,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	12491-Sundsbak 1-14
			Sundsbak 1-14
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
<i>Terracon (Site inspection, Drone shots before, during and after)</i>			\$6,500.00
<i>*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)</i>		\$270.00/Hr.	
<i>Strip and remove gravel (Assumed 4" Depth)</i>	200 Tons	\$15.00/Ton	\$3,000.00
<i>Shape site to natural terrain, remove road, and rip ground</i>			\$12,500.00
<i>Purchase, import and place topsoil (Unit Price)</i>	335 Tons	\$20.00/ton	\$6,700.00
<i>John Deere 4560/Disk/Seeder</i>	4	\$125.00	\$500.00
<i>*Flushing lines, removal and disposal if necessary</i>			
<i>Produced water</i>		\$2.25/Bl.	
<i>Oil (Disposed of at Secure)</i>		\$47.25/Bl.	
<i>Trucking</i>		\$180.00	
<i>Removal of contaminated soil if necessary</i>			
<i>*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND</i>		\$28.35/ton	
<i>*Trucking</i>		\$180.00/hr.	
<i>*Mobilization and permit for Komatsu PC290 if required</i>		\$750.00	
<i>*Komatsu PC290 Hydraulic Excavator if needed</i>		\$230.00/hr.	
<i>*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary</i>			
<i>*Mobilization and permit for Komatsu PC240 if required</i>		\$500.00	
<i>*Komatsu PC240 Hydraulic Excavator if needed</i>		\$6.25/ft.	
Total			\$30,450.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	3503-Christensen ET AL 2
		JOB PHONE	Christensen ET AL 2
			(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

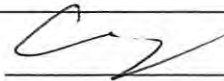
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	425 Tons	\$20.00/ton	\$8,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
3 tanks cleaned, laid over and disposed of	3	\$20,000.00	\$60,000.00
1 Treator	1	\$10,000.00	\$10,000.00
Remove piping, catwalk, and related equipment			\$10,000.00
Remove pumping unit building			\$3,500.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$115,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

END

December 1, 2022 - 3 PM
NDIC Oil and Gas Division Office
1016 E. Calgary, Bismarck ND 58503

Reclamation Package 2 Bid Opening

Contractor	Bid Amount	SOS Contractor date
1. Earth Sys.	\$ 492,428.16	
2. 3 Forks Serv.	\$ 1,816,296	
3. Strata	\$ 1,913,000	
4. Teraflex	\$ 713,372	
5. Northwind	\$ 3,052,342.18	
6. Badlands	\$ 994,745.74	
7. Rad. Pros.	\$ 1,393,486.14	
8. Midwest	\$ 675,188.28	
9. Shanco	\$ 1,751,448	
10. Badlands Ex.	\$ 1,085,750	
11. Farden	\$ 1,050,888.77	
12.		
13.		

CW BR

BID

PACKAGE # 2

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 492,428.16 - (Salvage Value) 0
+ (Potential extras estimate) 0
= (Total bid amount) 492,428.16 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 Reclamation 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 1 day of December 2022.

Christopher Neubauer
Name of Bidder

[Handwritten Signature]
Signature

4501 Coleman St. Ste. 103 Bismarck, ND 58503
Business Address

(701) 751-4868
Business Telephone Number

cneubauer@earthsys.net
Email

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	BOTTINEA U	35-162-79	SESW	Kane	48.81551188	-100.8756097
7270	RUTH VEDQUAM 2	AB	BOTTINEA U	35-162-79	SESE	Kane	48.80819043	-100.8659252
7888	E. C. INGERSOLL 2	AB	BOTTINEA U	35-162-79	NWNW	Kane	48.81952766	-100.8814093
14662	C. L. BRANDT 2	AB	BOTTINEA U	1-161-79	SWNW	Kane	48.80124828	-100.8597692
15379	INGERSOLL 3	AB	BOTTINEA U	35-162-79	NENW	Kane	48.81860616	-100.8768769
40811 8-01	Kane Madison Unit Central Battery	AB	BOTTINEA U	35-162-79	SESE	Kane	48.81113	-100.8698
90006	BLOWERS 1 SWD	PA	BOTTINEA U	17-160-83	SESW	Lansford	48.67653951	-101.4229528
10890	GEORGE ADAMS 23-6	AB	BOTTINEA U	6-160-82	NESW	Mountrose	48.71080315	-101.3134809
10919	GEORGE ADAMS ET AL 13-6	AB	BOTTINEA U	6-160-82	NWSW	Mountrose	48.71081608	-101.3176665
10954	DALE G. LEATHERS 31-6	AB	BOTTINEA U	6-160-82	NWNE	Mountrose	48.71717282	-101.3084118
10883	GEORGE ADAMS 21-6	PA	BOTTINEA U	6-160-82	NENW	Mountrose	48.71719798	-101.312255
10905	GEORGE ADAMS 22-6	PA	BOTTINEA U	6-160-82	SESW	Mountrose	48.71358293	-101.3135648
11278	SEM 22-8	AB	BOTTINEA U	22-162-79	SENE	Refuge	48.84459975	-100.8874374
5501	FORDE 2	PA	BOTTINEA U	2-162-97	NWSW	South Landa	48.88433577	-100.8821475
8018	NEWHOUSE 1-3	AB	BOTTINEA U	3-162-79	SENE	South Landa	48.88817048	-100.8873976
13488	NEWHOUSE 2R	AB	BOTTINEA U	3-162-79	NESE	South Landa	48.88503009	-100.8863068
14641	FORDE 1R	AB	BOTTINEA U	2-162-79	SWSW	South Landa	48.88170683	-100.8818934
40546 6-01	South Landa Madison Unit CTB	AB	BOTTINEA U	3-162-79	SENE	South Landa	48.88783	-100.885
10845	CHRISTENSON 1	AB	BOTTINEA U	8-160-78	NENW	Southwest Starbuck	48.70356365	-100.7682221
11195	LERVIK 2-5	AB	BOTTINEA U	5-160-78	SESW	Southwest Starbuck	48.70724874	-100.7691162
12154	GOODMAN 3-9	AB	BOTTINEA U	9-160-78	NWNW	Southwest Starbuck	48.70308921	-100.7522065
14510	SOLBERG 2-9	AB	BOTTINEA U	9-160-78	NWNE	Southwest Starbuck	48.70336159	-100.7414544
4103	ANDERSON H 1	AB	BOTTINEA U	33-164-78	NESW	Northeast Landa	48.98410319	-100.795174
3862	ANDERSON SWD SYSTEM D1	PA	BOTTINEA U	33-164-78	SWSW	Northeast Landa	48.9862552	-100.7889225

Note: Dale G. Leathers 31-6 to George Adams 21-6; has 1000' of a water gathering pipeline that will need flushed and capped.

Per site = 20,517.84

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000044631

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Earth Systems Response & Restoration, LLC** whose address is in JACKSONVILLE BEACH, FL, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Earth Systems Response & Restoration, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 23, 2021

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

Earth Systems Response & Restoration, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000044631



4501 Coleman St.
Suite 103
Bismarck, North Dakota 58503

Earth Systems- Bakken 2022 Rate Schedule	
Bulk Earth Materials	\$/Cubic Yard
Topsail *	\$25
Subsoil (Clay)*	\$9
Labor, Vehicle, and Subcontractor Markup	<small>5% unless noted otherwise</small>
Senior II- (Geologist/Engineer/Scientist/ Project Manager)	\$160
Senior I- (Geologist/Engineer/Scientist/ Project Manager)	\$150
Geophysicist	\$160
UAS Drone Pilot	\$160
Project Manager	\$135
Staff Engineer/Scientist	\$130
Associate Engineer/Scientist	\$125
Foreman	\$100
Administrative Support	\$75
Operator	\$75
Laborer	\$70
Per Diem Overnight-Project Specific (Over Night)	\$185
Per Diem Day-Project Specific (Day)	\$50
1-Ton Work Truck With Tools (per hour)	\$35
3/4 Ton Work Truck With Tools (per hour)	\$30
1/2 Ton Work Truck (per hour)	\$25
1-Ton Work Truck (per day)	\$285
3/4 Ton Work Truck (per day)	\$245
1/2 Ton Work Truck (per day)	\$205
Materials and Subcontractor Markup	10%
Machinery & Equipment	<small>5% unless noted otherwise</small>
Skid Steer (with Operator)	\$150
Skid Steer + Attachments (with Operator)	\$180
Mini-Excavator (with Operator)	\$160
Backhoe (with Operator)	\$175
Backhoe + Attachments (with Operator)	\$200
Loader 1.7-4.25CY (with Operator)	\$180
Loader 4.5-6.5CY (with Operator)	\$215
Excavator-Small Size 75-125 hp (with Operator)	\$185
Excavator- Mid Size 125-275 hp (with Operator)	\$200
Excavator- Large Size 275-550 hp (with Operator)	\$225
Bulldozer Small-Size 75-125 hp (with Operator)	\$185
Bulldozer Medium-Size 150-250 hp (with Operator)	\$225
Bulldozer Large-Size >250 hp (with Operator)	\$275
Belly Scraper 627k (with Operator)	\$290
Motor Grader 14m (with Operator)	\$190
Hydrovac Trailer HX30 (with Operator)	\$250
Hydrovac Trailer HX50 (with Operator)	\$275
Hydrovac Full Size-45 BBL (with Operator)	\$315
Tractor (with Operator)	\$150
Tractor with disc attachment (with Operator)	\$170
Straw/blanketing, crimping per acre	\$750
Manlift 45' (with Operator)	\$120
Manlift 60' (with Operator)	\$140
Telehandler 6k	\$130
Telehandler 8k	\$140
Utility Trailer / Dump Trailer / Tilt Deck Trailer	\$40
Gooseneck Trailer 25 feet	\$50
Gooseneck Trailer >25 feet	\$60
End Dump Truck (with driver)	\$115
Slide Dump Truck (with driver)	\$155
Heavy Haul Low Boy + Truck (with driver)	\$195
Generator <15kW (per day)	\$175
Poly Fuse Machine (412)	\$175
Light Plant (per day)	\$175
2-Inch Trash Pump (per day)	\$200
3-Inch Trash Pump (per day)	\$300



4501 Coleman St.
 Suite 103
 Bismarck, North Dakota 58503

Environmental Equipment	
<u>Water & Soil Sampling</u>	\$/Day, unless noted otherwise
Groundwater Monitoring Well Sampling Kit (submersible/peristaltic pump, tubing, water level meter)	\$175
Water Sampling Kit (Bottle ware, Coolers, Ice, Decontamination Supplies, Shipping)	\$160
Soil Sampling Kit (Bottle ware, Coolers, Ice, Decontamination Supplies, Shipping)	\$160
<u>Air/Soil/Water/Gas Field Screening</u>	
PID	\$110
EC Meter + Chloride Strips	\$70
YSI	\$125
TENORM Meter	\$125
Air Sampling Equipment (4-Gas Monitor)	\$50
Hanby TPH-Water Test Kit (per day)	\$125
Hanby TPH-Water Test Reagent (per sample)	\$45
Petro-Flag TPH Soil Analyzer (per day)	\$125
Petro-Flag TPH Soil Test Reagent (per sample)	\$45
<u>UAS Drone Imaging</u>	
Quadcopter with Standard Camera (Photos)	\$275
Quadcopter with Multi-Spectral Sensor (Mapping & Analysis)	\$750
<u>Geophysical Surveys (Electromagnetic)</u>	
EM31 with Mesa 2 Tablet and Geode Sub-Meter GPS	\$1,150

Notes

- All labor time is billed port to port. Equipment is billed on a hourly use basis.
- Equipment Fuel and Earth Materials* (Topsoil and Clay) rates are based on current market value as of 12/1/2022. Equipment, Fuel, and Earth materials will be billed at the market value during the time the work is conducted, plus markup.
- Heavy haul and oversized road permits will be billed at cost plus markup.



3 Forks Services
Reclamation Package 2

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	BOTTINEA U	35-162-79	SENW	Kane	48.81551188	-100.8756097
7270	RUTH VEDQUAM 2	AB	BOTTINEA U	35-162-79	SESE	Kane	48.80819043	-100.8659252
7888	E. C. INGERSOLL 2	AB	BOTTINEA U	35-162-79	NWNW	Kane	48.81952766	-100.8814093
14662	C. L. BRANDT 2	AB	BOTTINEA U	1-161-79	SWNW	Kane	48.80124828	-100.8597692
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90006	BLOWERS 1 SWD	PA	BOTTINEA U	17-160-83	SESW	Lansford	48.67653951	-101.4229528
10890	GEORGE ADAMS 23-6	AB	BOTTINEA U	6-160-82	NESW	Mountrose	48.71080315	-101.3134809
10919	GEORGE ADAMS ET AL 13-6	AB	BOTTINEA U	6-160-82	NWSW	Mountrose	48.71081608	-101.3176665
10954	DALE G. LEATHERS 31-6	AB	BOTTINEA U	6-160-82	NWNE	Mountrose	48.71717282	-101.3084118
10883	GEORGE ADAMS 21-6	PA	BOTTINEA U	6-160-82	NENW	Mountrose	48.71719798	-101.312255
10905	GEORGE ADAMS 22-6	PA	BOTTINEA U	6-160-82	SENW	Mountrose	48.71358293	-101.3135648
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5501	FORDE 2	PA	BOTTINEA U	2-162-97	NWSW	South Landa	48.88433577	-100.8821475
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10845	CHRISTENSON 1	AB	BOTTINEA U	8-160-78	NENW	Southwest Starbuck	48.70356365	-100.7682221
11195	LERVIK 2-5	AB	BOTTINEA U	5-160-78	SESW	Southwest Starbuck	48.70724874	-100.7691162
12154	GOODMAN 3-9	AB	BOTTINEA U	9-160-78	NWNW	Southwest Starbuck	48.70308921	-100.7522065
14510	SOLBERG 2-9	AB	BOTTINEA U	9-160-78	NWNE	Southwest Starbuck	48.70336159	-100.7414544
4103	ANDERSON H 1	AB	BOTTINEA U	33-164-78	NESW	Northeast Landa	48.98410319	-100.795174
3862	ANDERSON SWD SYSTEM D1	PA	BOTTINEA U	33-164-78	SWSW	Northeast Landa	48.9862552	-100.7889225

Note: Dale G. Leathers 31-6 to George Adams 21-6: has 1000' of a water gathering pipeline that will need flushed and capped.

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 1,336,296.00 - (Salvage Value) Ø
+ (Potential extras estimate) 480,000.00
= (Total bid amount) 1,816,296.00 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 Reclamation 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 1 day of DECEMBER 2022.

3 FORKS SERVICES
Name of Bidder

JOEY SMITH
Signature

14071 49th ST. NW WILLISTON, ND 58801
Business Address

701-609-1308
Business Telephone Number

jsmith@3forks-services.com
Email

WELL RECLAMATION 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 Reclamation 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 **April 1, 2024** and all invoices must be received by **May 30, 2024**. 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 One Hundred fifty thousand Dollars (\$150,000.00), 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 Reclamation Specifications attached hereto as Exhibit A, COMMISSION may modify the Reclamation Specifications to ensure the well site is properly reclaimed by CONTRACTOR. If such modifications (per potential extras estimate) 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, Reclamation 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

_____ 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: 242375720 01
CONTRACTOR's federal employer ID number is: 27-2375720

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.

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:

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.

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.

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

By: _____
Title: _____
DATE: _____

CONTRACTOR

By: Joely Smith
Title: Supervisor
DATE: 12/11/22

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000044610

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **3 FORKS SERVICES** whose address is in WILLISTON, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

3 FORKS SERVICES is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 22, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

3 FORKS SERVICES

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2023 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 000044610

BID

Bid for reclamation of the following well sites:

PACKAGE 2

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, RECLAMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 1,838,000.00 - (Salvage Value) -0- (NONE)
+ (Potential extras estimate) 75,000.00
= (Total bid amount) 1,913,000.00 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 Reclamation 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 1 day of DECEMBER 2022.

STRATA CORPORATION

Name of Bidder

Jay Holen - JAY HOLEN

Signature

Box 13500; GRAND FORKS; ND 58208

Business Address

701-500-4237

Business Telephone Number

JAY.HOLEN@STRATA CORPORATION.COM

Email

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	BOTTINEA U	35-162-79	SENW	Kane	48.81551188	-100.8756097
7270	RUTH VEDQUAM 2	AB	BOTTINEA U	35-162-79	SESE	Kane	48.80819043	-100.8659252
7888	E. C. INGERSOLL 2	AB	BOTTINEA U	35-162-79	NWNW	Kane	48.81952766	-100.8814093
14662	C. L. BRANDT 2	AB	BOTTINEA U	1-161-79	SWNW	Kane	48.80124828	-100.8597692
15379	INGERSOL 3	AB	BOTTINEA U	35-162-79	NENW	Kane	48.81860616	-100.8768769
40811 8-01	Kane Madison Unit Central Battery	AB	BOTTINEA U	35-162-79	SESE	Kane	48.81113	-100.8698
90006	BLOWERS 1 SWD	PA	BOTTINEA U	17-160-83	SESW	Lansford	48.67653951	-101.4229528
10890	GEORGE ADAMS 23- 6	AB	BOTTINEA U	6-160-82	NESW	Mountrose	48.71080315	-101.3134809
10919	GEORGE ADAMS ET AL 13-6	AB	BOTTINEA U	6-160-82	NWSW	Mountrose	48.71081608	-101.3176665
10954	DALE G. LEATHERS 31-6	AB	BOTTINEA U	6-160-82	NWNE	Mountrose	48.71717282	-101.3084118
10883	GEORGE ADAMS 21- 6	PA	BOTTINEA U	6-160-82	NENW	Mountrose	48.71719798	-101.312255
10905	GEORGE ADAMS 22- 6	PA	BOTTINEA U	6-160-82	SENW	Mountrose	48.71358293	-101.3135648
11278	SEM 22-8	AB	BOTTINEA U	22-162-79	SENE	Refuge	48.84459975	-100.8874374
5501	FORDE 2	PA	BOTTINEA U	2-162-97	NWSW	South Landa	48.88433577	-100.8821475
8018	NEWHOUSE 1-3	AB	BOTTINEA U	3-162-79	SENE	South Landa	48.88817048	-100.8873976
13488	NEWHOUSE 2R	AB	BOTTINEA U	3-162-79	NESE	South Landa	48.88503009	-100.8863068
14641	FORDE 1R	AB	BOTTINEA U	2-162-79	SWSW	South Landa	48.88170683	-100.8818934
40546 6-01	South Landa Madison Unit CTB	AB	BOTTINEA U	3-162-79	SENE	South Landa	48.88783	-100.885
10845	CHRISTENSON 1	AB	BOTTINEA U	8-160-78	NENW	Southwest Starbuck	48.70356365	-100.7682221
11195	LERVIK 2-5	AB	BOTTINEA U	5-160-78	SESW	Southwest Starbuck	48.70724874	-100.7691162
12154	GOODMAN 3-9	AB	BOTTINEA U	9-160-78	NWNW	Southwest Starbuck	48.70308921	-100.7522065
14510	SOLBERG 2-9	AB	BOTTINEA U	9-160-78	NWNE	Southwest Starbuck	48.70336159	-100.7414544
4103	ANDERSON H 1	AB	BOTTINEA U	33-164-78	NESW	Northeast Landa	48.98410319	-100.795174
3862	ANDERSON SWD SYSTEM D1	PA	BOTTINEA U	33-164-78	SWSW	Northeast Landa	48.9862552	-100.7889225

Note: Dale G. Leathers 31-6 to George Adams 21-6; has 1000' of a water gathering pipeline that will need flushed and capped.



PO Box 13500
Grand Forks, ND 58208-3500
701.746.7491

Reclamation Package 2

E.C. Ingersoll 1

(Gross) \$ 151,000.00 - (Salvage Value) \$ - 0 -
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 153,000.00 Dollars (\$)

Ruth Vodquam 2

(Gross) \$ 41,000.00 - (Salvage Value) \$ - 0 -
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 43,000.00 Dollars (\$)

E.C. Ingersoll 2

(Gross) \$ 61,000.00 - (Salvage Value) \$ - 0 -
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 63,000.00 Dollars (\$)

C.L. Brandt 2

(Gross) \$ 87,000.00 - (Salvage Value) \$ - 0 -
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 89,000.00 Dollars (\$)

Ingersoll 3

(Gross) \$ 48,000.00 - (Salvage Value) \$ - 0 -
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 50,000.00 Dollars (\$)

Kane Madison Unit Central Battery

(Gross) \$ 104,000.00 - (Salvage Value) \$ - 0 -
+ (Potential Extras Estimate) \$ 5,000.00
= (Total Bid Amount) \$ 109,000.00 Dollars (\$)

Blowers 1 SWD

(Gross) \$ 58,000.00 - (Salvage Value) \$ - 0 -
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 60,000.00 Dollars (\$)



PO Box 13500
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701.746.7491

Reclamation Package 2

George Adams 23-6

(Gross) \$ 78,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 80,000.00 Dollars (\$)

George Adams ET AL 13-6

(Gross) \$ 72,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 74,000.00 Dollars (\$)

Dale G. Leathers 31-6

(Gross) \$ 62,000 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 64,000.00 Dollars (\$)

George Adams 21-6

(Gross) \$ 69,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 71,000.00 Dollars (\$)

George Adams 22-6

(Gross) \$ 91,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 10,000.00
= (Total Bid Amount) \$ 101,000.00 Dollars (\$)

Sem 22-8

(Gross) \$ 109,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 111,000.00 Dollars (\$)

Forde 2

(Gross) \$ 48,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 50,000.00 Dollars (\$)



PO Box 13500
Grand Forks, ND 58208-3500
701.746.7491

Reclamation Package 2

Newhouse 1-3
(Gross) \$ 93,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 95,000.00 Dollars (\$)

Newhouse 2R
(Gross) \$ 64,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 10,000.00
= (Total Bid Amount) \$ 74,000.00 Dollars (\$)

Forde 1R
(Gross) \$ 69,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 71,000.00 Dollars (\$)

South Landa Madison Unit CTB
(Gross) \$ 79,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 81,000.00 Dollars (\$)

Christenson 1
(Gross) \$ 37,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 39,000.00 Dollars (\$)

Lervik 2-5
(Gross) \$ 64,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 7,000.00
= (Total Bid Amount) \$ 71,000.00 Dollars (\$)

Goodman 3-9
(Gross) \$ 103,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 105,000.00 Dollars (\$)



PO Box 13500
Grand Forks, ND 58208-3500
701.746.7491

Reclamation Package 2

Solberg 2-9

(Gross) \$ 38,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 5,000.00
= (Total Bid Amount) \$ 43,000.00 Dollars (\$)

Anderson H 1

(Gross) \$ 52,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 54,000.00 Dollars (\$)

Anderson SWD System D1

(Gross) \$ 160,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 162,000.00 Dollars (\$)



1225 S. Broadway Minot, ND 58701
Office 701.852.4560 Fax 701.852.9202

COMPENSATION RATES FOR UNKNOWN ADDITIONAL ITEMS OF WORK

Excluded from Strata's base bid is Tenorm disposal, contamination removal, lab testing and import clay material. In the event excluded items of work are required the following would apply for those additional items of work:

Contaminated Soil Materials (remove/load/transport/disposal fee) = \$92.00/Per Ton.

Contaminated Water (remove/load/transport/disposal fee) = \$435.00/Per Ton.

Imported Clay Material for Backfill = \$23.00/Per CY.

Cost for Lab Testing of Materials to be invoiced at cost plus 10% Strata Markup.

Cost for disposal of Tenorm to be invoiced at cost plus 10% Strata Markup.

The above applies to Packages #1, 2 and 5.

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 693

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **STRATA CORPORATION** whose address is in GRAND FORKS, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

STRATA CORPORATION is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 4, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

STRATA CORPORATION

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 693



NORTH DAKOTA
DEPARTMENT of HEALTH

ENVIRONMENTAL HEALTH SECTION
Gold Seal Center, 918 E. Divide Ave.
Bismarck, ND 58501-1947
701.328.5200 (fax)
www.ndhealth.gov



SOLID WASTE TRANSPORTER PERMIT
PERMIT NUMBER WH-0759

PERMITTEE: Strata Corporation

Pursuant to Chapter 23-29 (Solid Waste Management Act) and Chapter 23-20.3 (Hazardous Waste Management Act) of the North Dakota Century Code (NDCC) and Article 33-20 (Solid Waste Management Rules) and Article 33-24 (Hazardous Waste Management Rules) of the North Dakota Administrative Code (NDAC) a permit is hereby issued by the North Dakota Department of Health to **Strata Corporation** (hereinafter called the Permittee) to transport solid wastes.

The Permittee must comply with all the terms and conditions of this permit. This permit consists of the conditions contained in Modules I and II and applicable rules contained in Articles 33-20 and 33-24 NDAC.

This permit is based on the premise that the information submitted in the permit application dated April 10, 2013 and subsequent revisions are accurate and that the transportation vehicles and units are in good condition and will be operated as specified in the application, as part of the permit. Any inaccuracies or misrepresentations found in the application may be grounds for the termination or modification of this permit, in accordance with Section 33-20-02.1-06 or Sections 33-24-06-12 through 33-24-06-14 NDAC, or both. The Permittee must inform the North Dakota Department of Health of any deviations from/or changes in the information in the application which would affect the Permittee's ability to comply with the applicable rules or permit conditions.

This permit is effective as of **June 27, 2013** and shall remain in effect until **June 27, 2023**, unless revoked and reissued (Section 33-20-02.1-06 and Section 33-24-06-12 NDAC) or terminated (Section 33-24-06-13 NDAC).

Signature: *Curtis L. Erickson*
Curtis L. Erickson, Program Manager
Hazardous Waste Program
Division of Waste Management
North Dakota Department of Health

Date: *April 18, 2013*

Environmental Health
Section Chief's Office
701.328.5150

Division of
Air Quality
701.328.5188

Division of
Municipal Facilities
701.328.5211

Division of
Waste Management
701.328.5166

Division of
Water Quality
701.328.5210



November 30, 2022

Cody VanderBusch

Teraflex Group, LLC makes the following assumptions and qualifications concerning this proposal.

1. TNORM disposal or testing is excluded from this proposal.
2. Disposal of anodes from treaters is excluded if TNORMS are present.
3. Disposal of all liquids from tanks and flow line cleaning and flushing is included. Contaminated soil will be removed on a per hour basis and disposal is at \$ 38.50 / Ton and trucking at \$ 128.00 per hour
4. We assumed all existing wells will be capped and pump jacks disconnected.
5. We included all Hydrovac work in our proposal.
6. Teraflex Group, LLC is a full-service civil contractor with over 10 years of experience in the oil and gas industry. Our services include complete site builds, facility construction, maintenance, roustabout services, complete site demolition both surface and underground. We have done numerous spill cleanups and work closely with a few insurance carriers and operators in our area. We also have excellent relationships disposal facilities in our immediate area. We have a work force of 70 hands and over 100 pieces of equipment in our fleet.

General Contractors-Excavation-Grading-Heavy Hwy-Public Utilities-Oil & Gas

North Carolina Office
52 Walnut St, Suite 7
Waynesville NC 28786

ND – Corporate Office
1015 58th Street West | PO Box 10482
Williston ND 58803
Ph: 701.774.9816 | Fax: 701.774.9817

Utah Office
244 Paxton Ave
Salt Lake City, UT 84101

BID

Bid for reclamation 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, RECLAMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 713,572.00 - (Salvage Value) 200.00
+ (Potential extras estimate) 0
= (Total bid amount) 713,372.00 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 Reclamation 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 1 day of December 2022.

Teraflex Group LLC
Name of Bidder

Zachary Case Brown
Signature

PO Box 10482 Williston ND 58803
Business Address

71-774-9816
Business Telephone Number

AB@Teraflexgroup.com
Email



PACKAGE 2 - SITES	TOTAL
George Adams ETAL 13-6	\$ 24,245.00
George Adams 23-6	\$ 24,245.00
George Adams 21-6	\$ 43,567.00
George Adams 22-6	\$ 22,495.00
Forde -2	\$ 33,167.00
Forde -1-R	\$ 27,495.00
EC INGERSOL 1	\$ 23,095.00
E c Ingersoll -2	\$ 28,617.00
Dale G weathers 31-6	\$ 32,617.00
CL Brandt -2	\$ 28,617.00
CHRISTINSON 1	\$ 20,645.00
Blowers SWD 1	\$ 42,267.00
Anderson SWD System	\$ 28,045.00
ANERSON H 1	\$ 23,095.00
Solberg 2-9	\$ 20,645.00
SEM 22-8	\$ 45,567.00
Ruth Vedquam-2	\$ 20,645.00
New House 2B	\$ 43,567.00
New House 1-3	\$ 33,167.00
Leverkin 2-5	\$ 20,645.00
Cane Madison Unit C Battery	\$ 42,267.00
Ingersol -3	\$ 20,645.00
Goodman 3-9	\$ 20,645.00
Southland Madison Unit CTB	\$ 43,567.00
TOTAL PACKAGE 2	\$ 713,572.00

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	BOTTINEA U	35-162-79	SENW	Kane	48.81551188	-100.8756097
7270	RUTH VEDQUAM 2	AB	BOTTINEA U	35-162-79	SESE	Kane	48.80819043	-100.8659252
7888	E. C. INGERSOLL 2	AB	BOTTINEA U	35-162-79	NWNW	Kane	48.81952766	-100.8814093
14662	C. L. BRANDT 2	AB	BOTTINEA U	1-161-79	SWNW	Kane	48.80124828	-100.8597692
15379	INGERSOLL 3	AB	BOTTINEA U	35-162-79	NENW	Kane	48.81860616	-100.8768769
40811 8-01	Kane Madison Unit Central Battery	AB	BOTTINEA U	35-162-79	SESE	Kane	48.81113	-100.8698
90006	BLOWERS 1 SWD	PA	BOTTINEA U	17-160-83	SESW	Lansford	48.67653951	-101.4229528
10890	GEORGE ADAMS 23- 6	AB	BOTTINEA U	6-160-82	NESW	Mountrose	48.71080315	-101.3134809
10919	GEORGE ADAMS ET AL 13-6	AB	BOTTINEA U	6-160-82	NWSW	Mountrose	48.71081608	-101.3176665
10954	DALE G. LEATHERS 31-6	AB	BOTTINEA U	6-160-82	NWNE	Mountrose	48.71717282	-101.3084118
10883	GEORGE ADAMS 21- 6	PA	BOTTINEA U	6-160-82	NENW	Mountrose	48.71719798	-101.312255
10905	GEORGE ADAMS 22- 6	PA	BOTTINEA U	6-160-82	SENW	Mountrose	48.71358293	-101.3135648
11278	SEM 22-8	AB	BOTTINEA U	22-162-79	SENE	Refuge	48.84459975	-100.8874374
5501	FORDE 2	PA	BOTTINEA U	2-162-97	NWSW	South Landa	48.88433577	-100.8821475
8018	NEWHOUSE 1-3	AB	BOTTINEA U	3-162-79	SENE	South Landa	48.88817048	-100.8873976
13488	NEWHOUSE 2R	AB	BOTTINEA U	3-162-79	NESE	South Landa	48.88503009	-100.8863068
14641	FORDE 1R	AB	BOTTINEA U	2-162-79	SWSW	South Landa	48.88170683	-100.8818934
40546 6-01	South Landa Madison Unit CTB	AB	BOTTINEA U	3-162-79	SENE	South Landa	48.88783	-100.885
10845	CHRISTENSON 1	AB	BOTTINEA U	8-160-78	NENW	Southwest Starbuck	48.70356365	-100.7682221
11195	LERVIK 2-5	AB	BOTTINEA U	5-160-78	SESW	Southwest Starbuck	48.70724874	-100.7691162
12154	GOODMAN 3-9	AB	BOTTINEA U	9-160-78	NWNW	Southwest Starbuck	48.70308921	-100.7522065
14510	SOLBERG 2-9	AB	BOTTINEA U	9-160-78	NWNE	Southwest Starbuck	48.70336159	-100.7414544
4103	ANDERSON H 1	AB	BOTTINEA U	33-164-78	NESW	Northeast Landa	48.98410319	-100.795174
3862	ANDERSON SWD SYSTEM D1	PA	BOTTINEA U	33-164-78	SWSW	Northeast Landa	48.9862552	-100.7889225

Note: Dale G. Leathers 31-6 to George Adams 21-6: has 1000' of a water gathering pipeline that will need flushed and capped.

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 54732

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **TERAFLEX GROUP, LLC** whose address is in WILLISTON, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

TERAFLEX GROUP, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 23, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

TERAFLEX GROUP, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

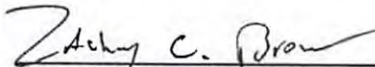
License # 54732




AGREEMENT / AUTHORITY TO SIGN

Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

All Necessary Acts: The Members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all Members of the LLC, may certify to other businesses or financial institutions as to the authority of one or more Members or officers of this LLC to transact specific items of business on behalf of the LLC.



Zachary C. Brown
Managing Member



George A. Brown III
Managing Member

General Contractors-Excavation-Grading-Heavy Hwy-Public Utilities-Oil & Gas

North Carolina Office
52 Walnut St, Suite 7
Waynesville NC 28786

ND - Corporate Office
1015 58th Street West/PO Box 10482
Williston ND 58803
Ph: 701.774.9816 Fax: 701.774.9817

Utah Office
244 Paxton Ave
Salt Lake City, UT 84101



North Dakota Office
1015 58th Street W
Williston, ND 58801
(701)774-9816
(701)774-9817 fax
Mailing Address:
P O Box 10482
Williston, ND 58803

EQUIPMENT DESCRIPTION	HOURLY RATE
EXCAVATORS	
CAT 305 EXCAVATOR	\$ 68.00
CAT308 EXCAVATOR	\$ 78.00
CAT315 EXCAVATOR	\$ 100.00
CAT320 EXCAVATOR	\$ 104.00
CAT323 EXCAVATOR	\$ 126.50
CAT329 EXCAVATOR	\$ 136.50
CAT335 EXCAVATOR	\$ 142.00
CAT336 EXCAVATOR	\$ 144.50
BACKHOE	
CAT430 RUBBER TIRE BACKHOE	\$ 78.00
ATTACHMENTS - BROOM, FORK, BUCKET	
DOZERS	
CATD5G DOZER	\$ 84.00
CAT D5K2-LPG DOZER	\$ 94.50
JD 700 K DOZER	\$ 116.50
CATD6T DOZER	\$ 133.25
CAT D8K DOZER	\$ 221.00
MOTORGRADER	
CAT140 MOTORGRADER	\$ 118.75
CAT160M MOTORGRADER	\$ 128.75
SKIDSTEER	
CAT279C SKIDSTEER	\$ 76.50
W/ATTACHMENTS - BUSHHOG, BROOM, AUGER	\$ 88.50
OFF-ROAD TRUCK	
VOLVO A25 ARTICULATED TRUCK	\$ 98.00
CAT ARTICULATED DUMP TRUCK	\$ 126.00
COMPACTORS	
CAT563-SOIL COMPACTOR	\$ 82.50
CAT 815 COMPACTOR	\$ 225.00
TRENCH ROLLER (NO OPERATOR)	\$ 40.00
LOADERS	



North Dakota Office
1015 58th Street W
Williston, ND 58801
(701)774-9816
(701)774-9817 fax
Mailing Address:
P O Box 10482
Williston, ND 58803

EQUIPMENT DESCRIPTION		HOURLY RATE
CAT 938M FRONT END LOADER		\$ 111.50
CAT 930 FRONT END LOADER		\$ 101.50
JD 7230 4 WHEEL DRIVE FARM TRACTOR		\$ 82.50
SCRAPERS		
CAT627 SCRAPER		\$ 390.00
LIGHT PLANTS		
ALLMAND LIGHT-PRO LIGHT TOWER (DAY RATE)		\$ 120.00
MISCELLANEOUS EQUIP		
AIR COMPRESSOR - (DAY RATE)	DAYRATE	\$ 300.00
AIR COMPRESSOR (LARGE) - (DAY RATE)	DAYRATE	\$ 2,500.00
BUSH HOG MOWER - 15' DECK		\$ 38.00
CEMENT PIG (DAY RATE)	DAYRATE	\$ 550.00
COMPACTOR - PLATE TAMP	DAYRATE	\$ 75.00
CONTANT C-915D SNOW BLOWER		\$ 395.00
CUT OFF SAW	DAYRATE	\$ 75.00
FLAMELESS HEATER	DAYRATE	\$ 375.00
GLYCOL GROUND HEATER	DAYRATE	\$ 475.00
HUSQVARNA WEED EATER		\$ 9.00
HYDRO-EXCAVATOR (5-AXLE)		\$ 310.00
HYDROVAC TRAILER & TRUCK		\$ 250.00
JEEP TESTER (DAY RATE)	DAYRATE	\$ 150.00
JOB TRAILER - (DAY RATE)	DAYRATE	\$ 325.00
DUMP TRAILER	DAYRATE	\$ 20.00
MANLIFT	DAYRATE	\$ 450.00
POLY FUSER		\$ 235.00
POSITECTOR TESTER (DAY RATE)		\$ 150.00
PRESSURE WASHER(HOT)-TRAILER MOUNTED	W/O OPER	\$ 50.00
SANDBLASTER (DAY RATE)	DAYRATE	\$ 175.00
SEED DRILL (10FT)	DAYRATE	\$ 125.00
SOIL DISK (12FT)	DAYRATE	\$ 200.00
SNOW BOX	DAYRATE	\$ 75.00
TELEHANDLER (DAY RATE)	DAYRATE	\$ 450.00
THAWING BLANKET (DAY RATE)	DAYRATE	\$ 75.00
THREADING MACHINE		\$ 240.00
WACKER - WATER PUMP		\$ 28.00
WIRTGEN 2500		\$ 400.00
GATE PANELS (SAFETY) DAYRATE	DAYRATE	\$ 3.00



North Dakota Office
1015 58th Street W
Williston, ND 58801
(701)774-9816
(701)774-9817 fax
Mailing Address:
P O Box 10482
Williston, ND 58803

EQUIPMENT DESCRIPTION	HOURLY RATE
ON-ROAD TRUCKS	
1/2 TON PICK-UP - SUPERVISOR	\$ 50.00
3/4 TON PICK UP - CREW	\$ 28.50
HOT SHOT TRUCK & TRAILER	\$ 66.00
LOWBOY TK WITH TRAILER W/STINGER	\$ 132.75
ON-ROAD WATER TRUCK 1800 GAL	\$ 55.00
ON-ROAD WATER TRUCK 4000 GAL	\$ 74.00
ROUSTABOUT TRUCK	\$ 55.00
CEMENT SPREADER TRUCK	\$ 133.00
SALT SPREADER TRUCK - TON	\$ 115.00
TK WITH 130BBL VAC TRAILER	\$ 107.00
TK WITH SIDE - BELLY DUMP TRAILER	\$ 107.00
TRI-AXLE END DUMP TRUCK	\$ 75.00
TRI-AXLE END DUMP TRUCK/ TRAILER	\$ 98.00
WELDER TRUCK	\$ 55.00
PERSONNEL	
ADMINISTRATION	\$ 45.00
LABORER	\$ 58.00
TRUCK DRIVER	\$ 63.00
OPERATOR	\$ 63.00
SUPERVISOR	\$ 70.00
WELDER	\$ 85.00
PROJECT MANAGER	\$ 105.00



December 1, 2022

Mr. Cody VanderBusch
NDIC Oil & Gas Division
1016 E. Calgary Ave
Bismark, ND 58503-5512

SUBJECT: Reclamation Package 2

Dear Mr. VanderBusch:

North Wind Site Services, LLC is pleased to present our proposal in response to the subject solicitation for well location reclamation.

North Wind Site Services is an SBA-certified 8(a) small, disadvantaged business specializing in environmental services. We offer the State of North Dakota a low-risk, experienced, and cost-effective contractor with the in-house capabilities to build teams as well as package and deliver full-service projects. North Wind has oil and gas experts on staff who will be assigned to all North Dakota reclamation projects if awarded.

North Wind Site Services understands that orphan well programs throughout the U.S. are complex in all respects, including building access to the well sites; safely and efficiently abandoning downhole scenarios; removing and remediating surface equipment, buried pipelines, and contaminated soils; and reclaiming disturbed areas wherein the land, air, and water are returned to an "untouched" status.

Our expertise in oil and gas site reclamation has been gained on previous projects for the Federal Bureau of Land Management (BLM) in Wyoming and the U.S. Forest Service in Tennessee. In addition, we have successfully completed reclamation projects for the BLM at mine sites in California, Colorado, and Nevada, the U.S. Department of Energy at the Energy Technology Engineering Center in California, the U.S. Army Corps of Engineers at EPA Superfund sites in Ohio and Oregon, and the Coeur D'Alene Trust in Idaho. As described in the attached flyer, North Wind Site Services brings a breadth of experience, not only in reclamation but in a full complement of services for state oil and gas programs.

As the president of North Wind Site Services, I welcome you to contact me regarding this proposal. I may be reached at kkearney@northwindgrp.com or (208) 520-0940.

We thank you for this opportunity to work with the State of North Dakota and look forward to assisting you with your reclamation requirements.

Warm Regards,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Kimberley Kearney, PMP
President, North Wind Site Services, LLC

ORPHAN WELLS

The U.S. Department of Interior defines an Orphan Well as *occurring when an operator fails to properly plug and remediate an oil and gas well, and no responsible party can be identified for cleanup activities.*

Proper plugging of orphan wells is necessary to protect public health and safety and conserve natural resources. The Orphan Well count is growing faster, and will continue to do so, than those wells that are being properly plugged and abandoned.

North Wind Group companies (North Wind) are small business leaders in the environmental, engineering, construction, and technical consulting industries. Our wide-ranging capabilities allow self-performance of nearly all aspects of any given work scope, providing our customers with significant cost savings.



PEOPLE



Our team offers...

- More than 2,000 field supervisors, heavy equipment operators, engineers, scientists, and regulatory and specialists available for deployment and support
- Above industry-average Health & Safety with an EMR 0.76
- \$450 million in bonding capacity backed by \$1 billion balance sheet

BENEFITS



North Wind brings...

- Teaming partners and deployable resources across the U.S., ensuring timely response when needs arise
- Proven and mature corporate infrastructure in place for more than 25 years and implemented on thousands of projects
- North Wind companies are wholly owned subsidiaries of Cook Inlet Region, Inc. (CIRI), an Alaska Native Corporation (ANC). The group of companies include small disadvantaged businesses, 8(a), and HUBZone companies.

SERVICES



- **Environmental**
 - Air Quality Monitoring
 - Surface and Groundwater Monitoring
- **Reclamation/Restoration**
 - Return Sites Back to "Natural" Condition
 - Removal of Pipelines and Old Surface Structures/Equipment
 - Covered Up Old Pits and Reseed
- **Remediation**
 - NORM Removal
- **Engineering**
- **Plug and Abandon (P&A) Subsurface Oil/Gas Wells and Groundwater Monitoring Wells**

BUSINESS LINES



North Wind has six business lines providing experienced and qualified solutions to meet all of your needs.

- Environmental Services
- Engineering Services
- Construction Services
- Facility Operation & Infrastructure Services
- IT/Cyber Enterprise Management Services
- Professional Services

For more information scan the QR code above or go to northwindgrp.com/what-we-do



Grant Smith, *Regional Director*
grant.smith@northwindgrp.com
(713) 519-9229

Kimberley Kearney, PMP
President North Wind Site Services
kkearney@northwindgrp.com | (208) 520-0940

EXAMPLE EXPERIENCE SUMMARY



BIG SOUTH FORK

Bureau of Land Management (BLM) | Fentress County, TN
Well plugging and surface remediation services located at 12 historic well sites within the Big South Fork National River and Recreation Area that included:

- All management, personnel, equipment, engineering, services and materials
 - Mobilization and demobilization of personnel, equipment, materials, and supplies.
 - Planning and execution of all site restoration and removals, including road repair
 - Removal, testing, transporting, and disposing of all hazardous and nonhazardous oilfield waste, equipment, and materials in a manner that complies with all federal, state, and local regulations
- Kept premises free from accumulations of waste materials and debris, continuously evaluating if any materials were hazardous, and then responsible for the removal and proper disposal according to the Department of Environmental Quality
 - Notified the site landowners and/or lease holders and the landowners and/or lease holders of any property used for ingress and egress prior to the commencement of work

FUN FACT
The first modern oil well in the U.S. was drilled by Edwin Drake in northwestern Pennsylvania in 1859.

RECLAMATION/REMEDIATION/RESTORATION PROJECTS

- **Energy Technology Engineering Center (ETEC)** | Simi Valley, CA | U.S. Department of Energy (DOE)
- **Luckey Formerly Utilized Sites Remedial Action Program (FUSRAP)** | Luckey, OH | U.S. Army Corps of Engineers (USACE)
- **Rand Mine Reclamation** | Kern County, CA | BLM
- **Frisco Bagley Mine Reclamation** | Bonita Peak, CO | BLM
- **Formosa Mine** | Douglas County, OR | USACE
- **Interstate Callahan Environmental Remediation, East Fork Nine Mile** | Silver Valley, ID | Coeur d'Alene Complex Superfund Site
- **Pine Bird Mine Environmental Remediation** | Cherry Creek, NV | BLM

GROUNDWATER MONITORING PROJECTS

- **Upper Blackfoot Mining Complex Monitoring** | Lincoln, MT | Montana Department of Environmental Quality (DEQ)
- **Technical and Remedial Services** | Coeur d'Alene Basin, ID | Idaho DEQ
- **Perfluorinated Compounds at Eielson Air Force Base and Moose Creek** | Moose Creek, AK | USACE
- **ETEC** | Simi Valley, CA | DOE
- **Atlas 12 Final Remedial Action** | Windsor, CO | USACE
- **Luckey FUSRAP** | Luckey, OH | USACE
- **Gilt Edge Mine Groundwater Investigation** | Lawrence County, SD | USACE
- **Jefferson Proving Grounds Environmental Radiation Monitoring** | IN | USACE

AIR MONITORING PROJECTS

- **ETEC** | Simi Valley, CA | DOE
- **Luckey FUSRAP** | Luckey, OH | USACE
- **Knolls Atomic Environmental Remediation Services Demolition and Removal** | Schenectady, NY | DOE
- **Lawrence Livermore Technical Assistance Contract** | Livermore, CA | DOE
- **Deactivation Project** | Paducah, KY | DOE
- **Container Ship Terminal Expansion Environmental Impact Statement** | Charleston, SC | South Carolina State Ports Authority
- **Air Permitting and Compliance Services** | Pickens/Anderson, SC | OWT Industries (Ryobi)
- **Air Permitting and Compliance Services** | Fletcher, NC | Wilsonart, LLC
- **Air Emissions Inventories, Title V Permit Renewal, and Misc. Air Quality Services** | AK and CO | Air Force Civil Engineering Center

WELL P&A AND DECOMMISSIONING PROJECTS

- **HAZMAT Cleanup** | 12 Western U.S. States | BLM
- **Big South Fork Oil and Gas Well P&A** | Fentress County, TN | BLM
- **Atlas 12 Final Remedial Action** | Windsor, CO | USACE
- **Los Alamos National Laboratory Deep Drilling Program** | New Mexico | DOE
- **ETEC** | Simi Valley, CA | DOE
- **Environmental Remediation of Haines Fuel Terminal** | Haines, AK | USACE



BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$3,052,342.18 - (Salvage Value) See Attachment B
+ (Potential extras estimate) See Attachment A
= (Total bid amount) \$3,052,342.18 dollars (\$).

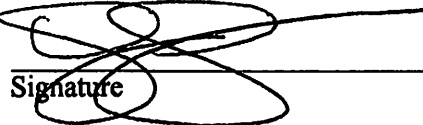
Contractor hereby agrees that it shall comply with all Federal requirements including Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (as noted in **Attachment A** of Bid Notification).

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 Reclamation 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 1st day of December 2022.

North Wind Site Services, LLC

Name of Bidder



Signature

1425 Higham St., Idaho Falls, ID 83402

Business Address

208-520-0940

Business Telephone Number

kkearney@northwindgrp.com

Email

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Assumptions

- All wells will be plugged by June 2023 to facilitate mobilization for reclamation to meet required period of performance.
- The State will provide Right of Entry for all locations regardless of ownership.
- Reclamation is to be completed to the standards set forth in the specification and as defined in NDAC 43-02-03-34.1. Landowner expectations beyond the established standard will require resolution assistance and/or additional charge approval.
- Abandoned flowlines intact and functional for flushing and abandonment.
- No GIS deliverables as required by North Dakota Administrative Code 43-02-03-29.1 will be provided documenting pipeline abandonment. Daily activity reports will be used to record a description of pipeline abandonment completed each day including locations of start and end points, type of fluid used, and estimated length.

Inclusions

- Removal of any remaining surface equipment and junk. Tanks, treaters, and electrical controllers are included at an additional cost see Attachment A.
- Surface material stripping.
- North Wind will flush flowlines with fresh water and cut and cap 3' below final contour. Water will be disposed of at an authorized facility, not to exceed 51 BBL. Attachment A includes cost for additional flushing and disposal rates. Flowlines above 3' will be removed and disposed of.
- Flowlines to be flushed to facility onsite (Treater, CTB, etc.) or to the extent of site pad area or lease road under scope for reclaiming.
- North Wind will provide contaminated soil removal down to 4' at prices provided in Attachment A.
- Locations and lease roads will be re-countered to blend in with surrounding topography to restore natural drainage of area.
- Rocks will be buried as needed.
- North Wind will bring in and spread 6" of topsoil at well location and lease road.
- All disturbed areas will be cultivated/ripped to alleviate compaction and prepare for seeding.
- North Wind will perform seeding to the native grass specifications for all areas where applicable.
- North Wind will submit to the commission photos of each location prior to work starting, mid-way through work, and after completing work. In addition, daily activity reports documenting dates, times, and work that was completed each day will be prepared and submitted.

Exclusions

- Exploratory excavation/locating services to find any abandoned or unlocatable flowlines.
- All winterization items are excluded, such as snow removal, frost laws permitting, road restrictions, heaters, extreme condition productivity, etc. If required, cost adders will apply.
- TENORM assessments and disposal.
- Removal and disposal of asbestos insulation.
- Fencing/Erosion Control
- H2S support services will be billed at an additional cost.
- No disposal/salvage is included for vehicles abandoned on locations since a title is required to perform these tasks.
- Removal of any utility services from site. Electric contractor or utility provider to disconnect power at meter and remove any transformers and/or underground electric boxes on location. North Wind will verify all locations have been deenergized prior to beginning work at locations where electrical is present.

Detailed Cost Estimate by Well

Well Location	Bid Amount
E.C. Ingersoll 1	\$ 235,080.89
Ruth Vedquam 2	\$ 96,095.53
E.C. Ingersoll 2	\$ 92,920.09
C.L. Brandt 2	\$ 84,804.24
Ingersoll 3	\$ 77,880.80
Kane Madison Unit Central Battery	\$ 165,623.45
Blowers 1 SWD	\$ 85,124.42
George Adams 23-6	\$ 121,789.40
George Adams ET AL 13-6	\$ 102,771.70
Dale G. Leathers 31-6	\$ 131,483.76
George Adams 21-6	\$ 176,204.88
George Adams 22-6	\$ 131,222.45
Sem 22-8	\$ 123,606.02
Forde 2	\$ 34,727.86
Newhouse 1-3	\$ 176,563.42
Newhouse 2R	\$ 122,170.13
Forde 1R	\$ 152,283.36
South Landa Madison Unit CTB	\$ 64,461.63
Christenson 1	\$ 585,916.18
Lervik 2-5	\$ 73,821.80
Goodman 3-9	\$ 49,699.76
Solberg 2-9	\$ 58,849.03
Anderson H 1	\$ 56,663.13
Anderson SWD System D1	\$ 52,578.25

Attachment A – Potential Extra Costs

Extra	Cost	Unit
Contaminated Soil Disposal (Includes Hauling)	\$ 274.52	CY
Topsoil	\$ 15.53	CY
Topsoil Hauling	\$ 140.00	Hour
Fresh Water	\$ 6.00	BBL
Contaminated Water Disposal	\$ 35.00	BBL
Hydrovac Truck	\$ 400.00	Hour
Vac Truck	\$ 175.00	Hour

Attachment B – Potential Salvage Values

Due to market volatility, salvage value will be provided at time of salvage less freight and administrative costs.

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000047187

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **North Wind Site Services, LLC** whose address is in KNOXVILLE, TN, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

North Wind Site Services, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: July 15, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

North Wind Site Services, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000047187



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
BRIAN KROSHUS, COMMISSIONER

November 18, 2022

Ref: L1710635136
Acct: 5956402-CCT-002

NORTH WIND SITE SERVICES LLC
1425 HIGHAM ST
IDAHO FALLS ID 83402-1513

(083) 

North Dakota Contractor’s Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner’s records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor’s Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

Date Operations Ceased
In North Dakota

Signature

Date



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
 BRIAN KROSHUS, COMMISSIONER

November 18, 2022

Ref: L0368457856
 Acct: 5956402-CCT-002

NORTH WIND SITE SERVICES LLC
 1425 HIGHAM ST
 IDAHO FALLS ID 83402-1513

(083) 

North Dakota Contractor’s Tax Clearance – Expires December 31, 2023.

As of the date of this letter, the North Dakota Office of State Tax Commissioner’s records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor’s Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date

Reclaim Package 2

Package	FileNo	Well Name & Number	Status	County	Total
Package 2	7266	E. C. INGERSOLL 1	AB	BOTTINEAU	\$ 46,160.07
Package 2	7270	RUTH VEDQUAM 2	AB	BOTTINEAU	\$ 19,874.97
Package 2	7888	E. C. INGERSOLL 2	AB	BOTTINEAU	\$ 25,499.00
Package 2	14662	C. L. BRANDT 2	AB	BOTTINEAU	\$ 27,555.43
Package 2	15379	INGERSOLL 3	AB	BOTTINEAU	\$ 11,144.72
Package 2	408118-01	Kane Madison Unit Central Battery	AB	BOTTINEAU	\$ 69,280.80
Package 2	90006	BLOWERS 1 SWD	PA	BOTTINEAU	\$ 18,155.43
Package 2	10890	GEORGE ADAMS 23-6	AB	BOTTINEAU	\$ 20,264.27
Package 2	10919	GEORGE ADAMS ET AL 13-6	AB	BOTTINEAU	\$ 24,419.37
Package 2	10954	DALE G. LEATHERS31-6	AB	BOTTINEAU	\$ 27,674.87
Package 2	10883	GEORGE ADAMS 21-6	PA	BOTTINEAU	\$ 39,235.73
Package 2	10905	GEORGE ADAMS 22-6	PA	BOTTINEAU	\$ 41,077.37
Package 2	11278	SEM 22-8	AB	BOTTINEAU	\$ 54,401.47
Package 2	5501	FORDE 2	PA	BOTTINEAU	\$ 4,768.50
Package 2	8018	NEWHOUSE 1-3	AB	BOTTINEAU	\$ 37,016.47
Package 2	13488	NEWHOUSE 2R	AB	BOTTINEAU	\$ 49,962.10
Package 2	14641	FORDE 1R	AB	BOTTINEAU	\$ 51,514.40
Package 2	405466-01	South Landa Madison Unit CTB	AB	BOTTINEAU	\$ 37,327.20
Package 2	10845	CHRISTENSON 1	AB	BOTTINEAU	\$ 30,130.77
Package 2	11195	LERVIK 2-5	AB	BOTTINEAU	\$ 48,543.17
Package 2	12154	GOODMAN 3-9	AB	BOTTINEAU	\$ 57,479.87
Package 2	14510	SOLBERG 2-9	AB	BOTTINEAU	\$ 13,282.67
Package 2	4103	ANDERSON H 1	AB	BOTTINEAU	\$ 49,417.03
Package 2	3862	ANDERSON SWD SYSTEM D1	PA	BOTTINEAU	\$ 55,112.17
Package 2		Flush & Cap Dale Leathers 31-6 to George Adams 21-6			\$ 13,524.57

	Total Gross	\$ 872,822.38
Fushing & Cap assumes system is tied in.	Less Salvage	\$ (9,000.00)
See note on flushing quantities	Plus Extras	\$ 130,923.36
	Total Bid Amount	\$ 994,745.74

State of North Dakota SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 58132

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **BADLANDS CONTRACTING, LLC** whose address is in WATFORD CITY, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

BADLANDS CONTRACTING, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 4, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BID

Bid for reclamation 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, RECLAMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 1,239,289.32 - (Salvage Value) 24,945.80
+ (Potential extras estimate) 179,142.63
= (Total bid amount) 1,393,486.14 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 Reclamation 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 1st day of December 2022.

Radiation Pros, LLC

Name of Bidder



Signature

14 Inverness Dr. E, Suite A-220, Englewood, CO 80112

Business Address

720-771-0200

Business Telephone Number

kurt.rhea@radpros.com

Email

Bid Package 2

Site	Gross	Salvage Value	Potential Extras	Total Bid Amount
E. C. INGERSOLL 1	\$57,911.14	-\$1,174.53	\$15,866.11	\$72,602.72
RUTH VEDQUAM 2	\$50,115.54	-\$1,174.53	\$16,172.36	\$65,113.36
E. C. INGERSOLL 2	\$50,554.89	-\$1,634.53	\$16,172.36	\$65,092.72
C. L. BRANDT 2	\$56,984.93	-\$690.00	\$10,839.04	\$67,133.98
INGERSOLL 3	\$47,378.46	-\$230.00	\$9,358.29	\$56,506.76
Kane Madison Unit Central Battery	\$62,726.25	-\$1,150.00	\$3,207.30	\$64,783.56
BLOWERS 1 SWD	\$33,641.45	-\$944.53	\$3,006.18	\$35,703.09
GEORGE ADAMS 23-6	\$41,699.48	\$0.00	\$4,785.75	\$46,485.23
GEORGE ADAMS ET AL 13-6	\$31,285.55	-\$690.00	\$2,626.97	\$33,222.51
DALE G. LEATHERS 31-6	\$55,044.64	-\$460.00	\$2,642.08	\$57,226.72
GEORGE ADAMS 21-6	\$77,977.86	-\$2,094.53	\$5,872.12	\$81,755.45
GEORGE ADAMS 22-6	\$40,706.18	-\$690.00	\$621.04	\$40,637.22
SEM 22-8	\$88,809.78	-\$2,324.53	\$10,499.14	\$96,984.38
FORDE 2	\$50,379.15	-\$1,634.53	\$5,542.19	\$54,286.80
NEWHOUSE 1-3	\$61,904.54	-\$1,634.53	\$10,285.10	\$70,555.10
NEWHOUSE 2R	\$74,168.52	-\$1,725.00	\$6,331.48	\$78,775.01
FORDE 1R	\$56,925.56	-\$1,634.53	\$7,507.71	\$62,798.74
South Landa Madison Unit CTB	\$41,014.59	-\$1,150.00	\$6,428.10	\$46,292.70
CHRISTENSON 1	\$23,373.14	\$0.00	\$2,377.17	\$25,750.31
LERVIK 2-5	\$64,290.56	-\$690.00	\$13,772.48	\$77,373.04
GOODMAN 3-9	\$39,452.13	-\$1,150.00	\$6,051.90	\$44,354.02
SOLBERG 2-9	\$41,084.87	-\$690.00	\$6,350.38	\$46,745.25
ANDERSON H 1	\$44,071.85	-\$690.00	\$6,517.16	\$49,899.01
ANDERSON SWD SYSTEM D1	\$47,788.24	-\$690.00	\$6,310.22	\$53,408.46
Totals	\$1,239,289.32	-\$24,945.80	\$179,142.63	\$1,393,486.14

Terms and Conditions

Client is responsible for any incremental costs associated with variations in transportation costs whether related to volume of material/debris transported, travel time to disposals facilities, or fuel surcharges. The volume of waste material and debris required to be disposed of and the backfill material required may also vary, despite our best estimates, creating variances (positive or negative) from this cost estimate. Client acknowledges that inclement weather, road closures, timely access to the sites, levels of impact due to salinity, hydrocarbons, or radioactivity, the volume and value of recyclable material or prices/credits for recovery of oil, extent of contamination, and the condition of the waste stream are all beyond RAD PROS' immediate control and these circumstances may impact the cost of management and disposal of any waste, potentially increasing or decreasing the final cost to the client. For the state's benefit, all 3rd party costs will be billed at cost +15%.



STATE OF NORTH DAKOTA
 OFFICE OF STATE TAX COMMISSIONER
 RYAN RAUSCHENBERGER, COMMISSIONER

October 29, 2021

Ref: L0739004544
 Acct: 5663885-CCT-004

RADIATION PROS, LLC
 14 INVERNESS DRIVE E STE A-220
 ENGLEWOOD CO 80112-5625

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date



STATE OF NORTH DAKOTA

Alvin A. Jaeger

Secretary of State

600 E Boulevard Avenue Dept 108
Bismarck, ND 58505-0500

Terrie Tyree
14 INVERNESS DRIVE EAST, SUITE A-220
ENGLEWOOD, CO 80112

02/22/2022

Receipt Detail

Receipt ID: 2859236

Receipt Total: \$90.00

Item	Description	Check/Ref #	Image ID	Fee	#	Total
Contractor License Renewal	RADIATION PROS, LLC - 0005534242	0005810412		\$90.00	1	\$90.00
Payment - Credit Card (web)	Terrie Tyree - 14 Inverness Drive East, Suite A-220, Englewood, CO 80112	AR0P7C8C971B				(\$90.00)
				Balance:		\$0.00

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000045113

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **RADIATION PROS, LLC** whose address is in ENGLEWOOD, CO, has filed in this office proper documents for a Contractor License valid until March 1, 2022, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

RADIATION PROS, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: June 4, 2021

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

RADIATION PROS, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2022 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000045113

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$670,305.28 - (Salvage Value) \$16,117.00
+ (Potential extras estimate) \$21,000.00
= (Total bid amount) \$675,188.28 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 Reclamation 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 30 day of November 2022.

Midwest Industrial Maintenance LLC
Name of Bidder

Darvine Bachman
Signature

5057 Owan Industrial Park Dr. #7 Williston, ND 58801
Business Address

(701) 645-3261
Business Telephone Number

info@midwestim.com
Email

Bid Package 2

Well Name	Cost	Equipment Salvage	Potential Extra Item	Potential Extra Cost	Net Total
E. C. Ingersoll 1	\$27,751.25	\$0.00	Contour	\$2,500.00	\$30,251.25
Ruth Vedquam 2	\$26,363.01	\$0.00	None		\$26,363.01
E. C. Ingersoll 2	\$26,363.01	\$850.00	None		\$25,513.01
C. L. Brandt 2	\$26,515.95	\$850.00	None		\$25,665.95
Ingersol 3	\$26,363.01	\$0.00	Contour Road	\$3,000.00	\$29,363.01
Kane Madison Unit Central Battery	\$34,675.62	\$765.00	Countour	\$4,000.00	\$37,910.62
Blowers 1 SWD	\$26,363.01	\$0.00	None		\$26,363.01
George Adams 23-6	\$27,796.21	\$0.00	None		\$27,796.21
George Adams ET AL 13-6	\$27,796.21	\$1,700.00	Countour Road	\$3,000.00	\$29,096.21
Dale G. Leathers 31-6	\$26,363.01	\$0.00	None		\$26,363.01
George Adams 21-6	\$26,363.01	\$0.00	None		\$26,363.01
George Adams 22-6	\$22,730.07	\$0.00	None		\$22,730.07
Sem 22-8	\$38,370.56	\$1,604.00	None		\$36,766.56
Forde 2	\$26,363.01	\$0.00	None		\$26,363.01
Newhouse 1-3	\$28,046.21	\$1,700.00	None		\$26,346.21
Newhouse 2R	\$35,125.01	\$680.00	Impacted soil	\$3,000.00	\$37,445.01
Forde 1R	\$27,109.81	\$1,700.00	Contour	\$3,000.00	\$28,409.81
South Landa Madison Unit CTH	\$36,659.11	\$1,392.00	None		\$35,267.11
Christenson 1	\$21,842.75	\$180.00	None		\$21,662.75
Lervik 2-5	\$28,046.21	\$850.00	None		\$27,196.21
Goodman 3-9	\$28,046.21	\$850.00	None		\$27,196.21
Solberg 2-9	\$29,119.81	\$1,880.00	Impacted soil	\$2,500.00	\$29,739.81
Anderson FI 1	\$22,886.61	\$850.00	None		\$22,036.61
Anderson SWD System D1	\$23,246.61	\$266.00	None		\$22,980.61
Total	\$670,305.28	\$16,117.00		\$21,000.00	\$675,188.28



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
BRIAN KROSHUS, COMMISSIONER

November 22, 2022

Ref: L1800747136

Acct: 5883059-CCT-002

MIDWEST INDUSTRIAL MAINTENANCE LLC
5057 OWAN INDUSTRIAL PARK DR UNIT 7
WILLISTON ND 58801-9072

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2023.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000045753

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Midwest Industrial Maintenance LLC** whose address is in LOCKPORT, IL, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Midwest Industrial Maintenance LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 11, 2022

A handwritten signature in cursive script that reads "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

Midwest Industrial Maintenance LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000045753

State of North Dakota SECRETARY OF STATE



Certificate of Good Standing of Midwest Industrial Maintenance LLC

SOS Control ID#: 0005648896

Certificate #: 022642724-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

Midwest Industrial Maintenance LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective September 22, 2021. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 21, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of
(Gross) \$1,762,848 - (Salvage Value) \$11,400
+ (Potential extras estimate) See attached price sheet.
= (Total bid amount) \$1,751,448 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 Reclamation 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 30 day of November 2022.

Shanco LLC
Name of Bidder


Signature

P.O. Box 3159 Minot, ND 58702
Business Address

406-630-2255
Business Telephone Number

spierce@shancollc.com
Email



11/30/2022

ATTENTION: CODY VANDERBUSCH

SUBJECT: Package 2

Shanco Energy Services is pleased to submit this proposal to provide the requested pricing, labor, tools, and equipment for NDIC. Our proposal is based on the scope of work provided and attached price sheets.

Clarifications & Potential Extra Cost

- Removal of utilities is not included in the pricing.
- There's 1,150 yards of subsoil / material per site to be removed included in pricing, additional material will be billed at \$15 per yard.
- There's 1,150 yards of topsoil per site included in pricing, additional material will be billed at \$30 per yard delivered.
- All Hydro Vac, Hot Oiler and Vac Trucks will be billed back at cost plus 10%, if additional labor is needed it will be billed off T&M rate sheet.
- Any TENORM trucking will be billed at cost plus 10%
- Any TENORM or contaminated disposal fees will be billed back at cost plus 10%
- Any off-site lines that need flushed and capped will be billed off T&M rate sheet.
- Bond will be provided once awarded project.

We appreciate having been extended the opportunity to submit this bid and look forward to working with NDIC in the future. Please do not hesitate to contact us should you have any questions.

Regards,

Steve Pierce

Member / Regional Manager

spierce@shancollc.com

406-630-2255

State of North Dakota

SECRETARY OF STATE



Certificate of Good Standing of SHANCO, LLC

SOS Control ID#: 0002170406

Certificate #: 022667020-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

SHANCO, LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective May 20, 2013. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 29, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 48105

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **SHANCO, LLC** whose address is in MINOT, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

SHANCO, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 7, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

SHANCO, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 48105



SCHEDULE OF EQUIPMENT AND LABOR RATES

**EFFECTIVE- January 1st 2022
Rate Sheet**

Item No.	Description	Rate Per Hour
SCHEDULE OF LABOR RATES		
1	Project Manager	\$100.00
2	Pipeline Superintendent	\$78.00
3	Light Constuction Superintendent	\$69.00
4	Asst. Superintendent	\$65.00
5	Welder w/ Rig	\$125.00
6	Foreman	\$65.00
7	Heavy Equipment Operator	\$60.00
8	Truck Driver	\$54.00
9	Hydro-Vac Truck Driver	\$52.00
10	Hydro-Vac Truck Swamper	\$48.00
11	Safety Personnel	\$52.00
12	Skilled Laborer	\$50.00
13	Welder's Helper	\$48.00
SCHEDULE OF EQUIPMENT RATES		
HOURLY RATES		
14	1/2 - ton Pickup/Operator's Truck	\$30.00
15	¾ ton Pickup/Superintendent's Truck	\$29.00
16	1-Ton Pipeline Crew Truck	\$45.00
17	1-Ton Light Construction Crew Truck	\$54.00
18	3-Ton Truck	\$65.00
19	15 Ton Truck	\$90.00
20	26 - 30 Ton Boom Truck	\$105.00
21	Hydro-Vac Truck	\$225.00
22	740 Dump Trucks or Equivalent	\$195.00
23	750 Dump Trucks or Equivalent	\$215.00
24	10 Yard Dump Truck	\$85.00
25	Water truck	\$80.00
26	Third Party Trucking	\$187.00
27	Gooseneck Trailer	\$30.00
28	Bumper Pull Trailer	\$30.00
29	Fire Suppression Trailer	\$35.00
30	Lowboy Trailer	\$45.00
31	Step Deck Trailer	\$30.00
32	130 bbl water trailer	\$30.00
33	Vac Trailer	\$30.00
34	Float Trailer	\$30.00
35	Side Dump Trailer	\$30.00
36	D4 Sideboom or equivalent	\$90.00
37	D5 Combination	\$105.00
38	D-6 Dozer or equivalent, or 561 Sideboom	\$150.00
39	D7 Dozer or equivalent, or 572 Sideboom	\$170.00
40	D8 Dozer or equivalent	\$185.00
41	Smooth Drum Roller	\$90.00
42	Man Lift	\$65.00
43	Telehandler	\$75.00
44	Forklift	\$45.00
45	Farm Tractor w/ Seeder or Attachments	\$60.00
46	Backhoe	\$75.00
47	Caterpillar 320 or Equivalent Hydraulic Trackhoe	\$125.00
48	Caterpillar 325 or Equivalent Hydraulic Trackhoe	\$155.00
49	Caterpillar 330 or Equivalent Hydraulic Trackhoe	\$165.00

SCHEDULE OF EQUIPMENT AND LABOR RATES

Item No.	Description	Rate Per Hour
HOURLY RATES CONTINUED		
50	Caterpillar 345 or Equivalent Hydraulic Trackhoe	\$195.00
51	Trackhoe Attachments Vacu Lift, Padding Bucket, Etc.	\$120.00
52	Mini Excavator	\$85.00
53	140 G Motor Grader or equivalent	\$140.00
54	163H Motor Grader or equivalent	\$155.00
55	Skid Steer	\$65.00
56	Front End Loader	\$125.00
57	Box plow for snow removal	\$20.00
58	Mobile Welding Trailer	\$52.00
DAILY RATES		
59	Light Plant	\$166.00
60	Beveling Machines	
	2" - 8"	\$10.00
	10" - 20"	\$65.00
	22" - 30"	\$80.00
61	Pipe Cradles	
	6" - 12"	\$95.00
	12" - 24"	\$150.00
62	Concrete Vibrator	\$42.00
63	Tamper/Compactor	\$110.00
64	Laser Level top con system	\$25.00
65	Laser 360 degree sensor	\$250.00
66	Generator / w Power tools	\$85.00
67	Line Locator/Holiday Detector	\$50.00
68	Air Compressor 185 CFM	\$195.00
69	Air Compressor 375 CFM	\$325.00
70	Enclosed Tool Trailer	\$100.00
71	Office Trailer	\$152.00
72	Pressure Washing Trailer	\$350.00
73	Safety Trailer (Two day minimum)	\$350.00
74	Side-by-side or ATV	\$200.00
75	Pressure Testing Chart Recorder/ Crystal gauge	\$250.00
76	Pressure Testing Trailer	\$250.00
77	Pressure Test Pump	\$340.00
78	Fusion Machine 3/4" - 4"	\$150.00
79	Fusion Machine 6" - 12"	\$375.00
80	Track Star Fusion Machine 4" to 12"	\$410.00
81	Track Star Fusion Machine 6" to 18"	\$640.00
82	Victaulic Threading Machine	\$140.00
83	Ditch/Trash Pump	\$75.00
84	Aeration Pump	\$81.00
85	Skid Steer (General Attachments)	\$158.00
86	Skid Steer Grader Attachment	\$500.00
87	Walk Behind Roller	\$300.00
88	Rig Heater	\$720.00
89	Sand Blasting Unit	\$400.00
90	Air Compressor 900 CFM	\$1,400.00
91	Threading Trailer	\$175.00

GENERAL PROVISIONS

- 1 Labor Rates are inclusive of wages and applicable cost including payroll taxes, contributions or assessments for unemployment insurance and workman's compensation insurance, overhead and profit.
- 2 This rate sheet does not charge overtime.
- 3 A minimum for all labor assigned shall be three (3) hours per day.
- 4 When personnel are required to remain overnight from their home base including Saturday and Sunday, a subsistence allowance of \$120.00 will be charged.
- 5 Sales tax or Gross Receipts taxes, if applicable, shall be charged in addition to the above rates.
- 6 Third party services and/or materials provided shall be charged at cost plus ten percent (10%).
- 7 Equipment rates are inclusive of maintenance, repair, fuel, oil, lube, taxes, insurance, depreciation, license fees, overhead and profit. Equipment rates are on a straight time basis.
- 8 A minimum charge for all equipment assigned shall be three (3) hours.
- 9 Vehicles used as workstations shall be charged the same hours as that incurred by the crews.
- 10 Any equipment required, not listed on our rate schedule, will be negotiated and added prior to being put into operation.
- 11 All hauling, trucking permits, or third party charges shall be charged at cost plus ten (10%).
- 12 In the case of significant increases in labor, equipment, or fuel costs Shanco reserves the right to openly discuss adjusting the rate sheet in order to recover these costs.
- 13 In the case of weather related shut-downs, all employees and equipment will receive three (3) hours for the day.
- 14 If any work is performed on the reservation the Tier 1 fee will be charged separately.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Great West Insurance Services, LLC PO Box 2518 Billings MT 59103	CONTACT NAME: Holly Cremer PHONE (A/C, No, Ext): (877) 229-4553 FAX (A/C, No): (866) 751-8096 E-MAIL ADDRESS: holly-cramer@leavitt.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Shanco, LLC P.O. Box 3159 Minot ND 58702	

COVERAGES

CERTIFICATE NUMBER: 22/23

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Underground Resources <input checked="" type="checkbox"/> North Dakota Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			H6609T687253IND22	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			8109T68566522N4G	10/31/2022	10/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP9T69606522N4	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			Employer's Liability Only H6609T687253IND22	10/31/2022	10/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			H6609T687253IND22	10/31/2022	10/31/2023	250,000
A	Motor Truck Cargo			H6609T687253IND22	10/31/2022	10/31/2023	Deductible 5,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder: State of North Dakota, Acting through its N.D. Industrial Commission- Dept of Mineral Resource/Oil & Gas Division is an Additional Insured on a Primary and Non-Contributory basis with Waiver of

Subrogation per CAT3400215, CAT4370216, CG24531219, END0370920. Umbrella is following form including Pollution and Employer's Liability/North Dakota Stop Gap.

CERTIFICATE HOLDER**CANCELLATION**

State of North Dakota, Acting through its Industrial Commission- Dept of Mineral Resource/Oil & Gas Division 1016 E Calgary Ave Bismark, ND 58503	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kaylee Hecht/HEKAYL <i>Kaylee Hecht</i>
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BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$1,100,750.00 - (Salvage Value) \$15,000.00
+ (Potential extras estimate) ~~\$17,000,000.00~~ upon site inspection
= (Total bid amount) \$1,085,750.00 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 Reclamation 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 30 day of November 2022.

Badlands Excavating & Oil Field Service, LLC
Name of Bidder

[Signature]
Signature

P.O. Box 3386
Minot, ND 58702
Business Address

701-838-7599
Business Telephone Number

chris@badlandsexoil.com
Dave@badlands-exoil.com
Email

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 46004

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **BADLANDS EXCAVATING & OILFIELD SERVICE, LLC** whose address is in MINOT, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

BADLANDS EXCAVATING & OILFIELD SERVICE, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 27, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota SECRETARY OF STATE



Certificate of Good Standing of BADLANDS EXCAVATING & OILFIELD SERVICE, LLC

SOS Control ID#: 0002175569

Certificate #: 022664730-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

BADLANDS EXCAVATING & OILFIELD SERVICE, LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective September 14, 2012. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 29, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Bid Package 2
			Various Sites
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with state official to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill and if not Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by run tickets and quantities less than estimate will be discounted accordingly.*

See lump sum bid

7266-E.C. Ingersoll 1	\$41,750.00
7270-Ruth Vedquam 2	\$30,550.00
7888-E.C. Ingersoll 2	\$35,750.00
14662-C.L. Brandt 2	\$37,000.00
15379-Ingersoll 3	\$37,100.00
408118-01-Kane Madison Unit CTB	\$130,950.00
90006-Blowers 1 SWD	\$23,750.00
10890-George Adams 23-6	\$42,550.00
10919-George Adams ET AL 13-6	\$39,150.00
10954-Dale G. Leathers 31-6	\$32,700.00
10883-George Adams 21-6	\$32,250.00
10905-George Adams 22-6	\$27,000.00
11278-Sem 22-8	\$127,300.00
5501-Forde 2	\$18,750.00
8018-Newhouse 1-3	\$35,050.00
13488-Newhouse 2R	\$113,450.00
14641-Forde 1R	\$52,850.00
405466-01- South Landa Madison Unit CTB	\$23,750.00
10845-Christenson 1	\$48,050.00
11195-Lervik 2-5	\$31,250.00
12154-Goodman 3-9	\$27,050.00
14510-Solberg 2-9	\$45,650.00
4103-Anderson H 1	\$30,250.00
3862-Anderson SWD System D1	\$36,850.00

Total **\$1,100,750.00**

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	7266-E.C. Ingersoll 1
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	E.C. Ingersoll 1
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	500 Tons	\$15.00/Ton	\$7,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	670 Tons	\$20.00/ton	\$13,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25 Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	

Total **\$41,750.00**

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	7270-Ruth Vedquam 2
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Ruth Vedquam 2
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	290 Tons	\$20.00/ton	\$5,800.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
Demoilsh and remove building			\$2,500.00
Total			\$30,550.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	7888-E.C. Ingersoll 2
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	E.C. Ingersoll 2
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	225 Tons	\$20.00/ton	\$4,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
Remove pumping unit			\$7,500.00
Total			\$35,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	14662-C.L. Brandt 2
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	C.L. Brandt 2
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

*Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	250 Tons	\$15.00/Ton	\$3,750.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	250 Tons	\$20.00/ton	\$5,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	

Removal of existing equipment	
Remove pumping unit	\$7,500.00
Total	\$37,000.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within 15 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	15379-Ingersoll 3
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Ingersoll 3
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	150 Tons	\$15.00/Ton	\$2,250.00
Shape site to natural terrain, remove road, and rip ground			\$16,500.00
Purchase, import and place topsoil (Unit Price)	380 Tons	\$20.00/ton	\$7,600.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
Demolish and remove building			\$2,500.00
Total			\$37,100.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within 15 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	
		408118-01-Kane Madison Unit CTB	
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	
		Kane Madison Unit CTB	
		JOB PHONE	
		(701) 838-7599	

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$18,500.00
Purchase, import and place topsoil (Unit Price)	560 Tons	\$20.00/ton	\$11,200.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
4 tanks cleaned, laid over and disposed of	4	\$17,500.00	\$70,000.00
1 Treator	1	\$10,000.00	\$10,000.00
Remove piping, catwalk, and related equipment			\$10,000.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$130,950.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	90006-Blowers 1 SWD
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Blowers 1 SWD
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			
Terracon (Site inspection, Drone shots before, during and after)			\$1,250.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	\$6,500.00
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	75 Tons	\$20.00/ton	\$1,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$23,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	10890-George Adams 23-6
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	George Adams 23-6
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
<i>Terracon (Site inspection, Drone shots before, during and after)</i>			\$6,500.00
<i>*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)</i>		\$270.00/Hr.	
<i>Strip and remove gravel (Assumed 4" Depth)</i>	300 Tons	\$15.00/Ton	\$4,500.00
<i>Shape site to natural terrain, remove road, and rip ground</i>			\$12,500.00
<i>Purchase, import and place topsoil (Unit Price)</i>	490 Tons	\$20.00/ton	\$9,800.00
<i>John Deere 4560/Disk/Seeder</i>	4	\$125.00	\$500.00
<i>*Flushing lines, removal and disposal if necessary</i>			
<i>Produced water</i>		\$2.25/Bl.	
<i>Oil (Disposed of at Secure)</i>		\$47.25/Bl.	
<i>Trucking</i>		\$180.00	
<i>Removal of contaminated soil if necessary</i>			
<i>*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND</i>		\$28.35/ton	
<i>*Trucking</i>		\$180.00/hr.	
<i>*Mobilization and permit for Komatsu PC290 if required</i>		\$750.00	
<i>*Komatsu PC290 Hydraulic Excavator if needed</i>		\$230.00/hr.	
<i>*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary</i>			
<i>*Mobilization and permit for Komatsu PC240 if required</i>		\$500.00	
<i>*Komatsu PC240 Hydraulic Excavator if needed</i>		\$6.25/ft.	
<i>Remove existing equipment</i>			
<i>1 Pumping Unit</i>			\$7,500.00
Total			\$42,550.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within 15 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	10919-George Adams ET AL 13-6
		JOB PHONE	George Adams ET AL 13-6
			(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

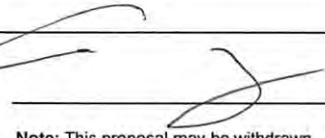
***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	300 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$16,500.00
Purchase, import and place topsoil (Unit Price)	570 Tons	\$20.00/ton	\$11,400.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25 Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$39,150.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance _____ Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	10954-Dale G. Leathers 31-6
			Dale G. Leathers 31-6
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	270 Tons	\$15.00/Ton	\$4,050.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	395 Tons	\$20.00/ton	\$7,900.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
<i>*Flushing lines, removal and disposal if necessary</i>			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
<i>*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary</i>			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$32,700.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	10883-George Adams 21-6
			George Adams 21-6
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

*Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.

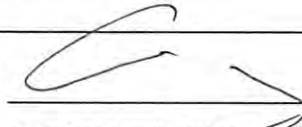
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	425 Tons	\$20.00/ton	\$8,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$32,250.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance Our workers are fully covered by Workman's Compensation insurance

Authorized
Signature



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Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	10995-George Adams 22-6
		JOB PHONE	George Adams 22-6
			(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	150 Tons	\$15.00/Ton	\$2,250.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	200 Tons	\$20.00/ton	\$4,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$27,000.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	11278-Sem 22-8
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Sem 22-8
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	250 Tons	\$15.00/Ton	\$3,750.00
Shape site to natural terrain, remove road, and rip ground			\$17,500.00
Purchase, import and place topsoil (Unit Price)	515 Tons	\$20.00/ton	\$10,300.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
3 tanks cleaned, laid over and disposed of	3	\$20,000.00	\$60,000.00
1 Treator	1	\$10,000.00	\$10,000.00
Remove piping, catwalk, and related equipment			\$10,000.00
Remove pumping unit			\$7,500.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$127,300.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

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Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	5501-Forde 2
			Forde 2
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	2100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$7,500.00
Purchase, import and place topsoil (Unit Price)	75 Tons	\$20.00/ton	\$1,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$18,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	8018-Newhouse 1-3
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Newhouse 1-3
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	120 Tons	\$15.00/Ton	\$1,800.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	25	\$20.00/ton	\$5,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
Remove pumping unit			\$7,500.00
Total			\$35,050.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

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Authorized
Signature

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Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	13488-Newhouse 2R
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Newhouse 2R
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

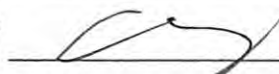
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	300 Tons	\$15.00/Ton	\$4,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	410 Tons	\$20.00/ton	\$8,200.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
3 tanks cleaned, laid over and disposed of	3	\$20,000.00	\$60,000.00
1 Treator	1	\$10,000.00	\$10,000.00
Remove piping, catwalk, and related equipment			\$10,000.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$113,450.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
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Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	14641-Forde 1R
			Forde 1R
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

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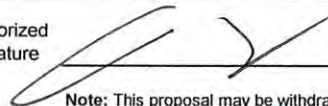
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	220 Tons	\$15.00/Ton	\$3,300.00
Shape site to natural terrain, remove road, and rip ground			\$20,000.00
Purchase, import and place topsoil (Unit Price)	690 Tons	\$20.00/ton	\$13,800.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
Remove pumping unit			\$7,500.00
Total			\$52,850.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	405466-01-South Landa Madison Unt CTB
			South Landa Madison Unit CTB
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:


Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			
Terracon (Site inspection, Drone shots before, during and after)			\$1,250.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)			\$6,500.00
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$7,500.00
Purchase, import and place topsoil (Unit Price)	250 Tons	\$20.00/ton	\$5,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bi.	
Oil (Disposed of at Secure)		\$47.25/Bi.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$23,750.00

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature 

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	10845-Christenson 1
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Christenseon 1
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	340 Tons	\$20.00/ton	\$6,800.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
1 tanks cleaned, laid over and disposed of	1	\$17,500.00	\$17,500.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$48,050.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	11195-Lervik 2-5
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Lervik 2-5
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$7,500.00
Purchase, import and place topsoil (Unit Price)	250 Tons	\$20.00/ton	\$5,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
Remove pumping unit			\$7,500.00
Total			\$31,250.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within 15 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	12154-Goodman 3-9
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Goodman 3-9
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$7,500.00
Purchase, import and place topsoil (Unit Price)	115 Tons	\$20.00/ton	\$2,300.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25 Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
Remove pumping unit			\$7,500.00
Total			\$27,050.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance Our workers are fully covered by Workman's Compensation insurance

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	14510-Solberg 2-9
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Solberg 2-9
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

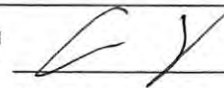
	Quantity	Amount	Total
Mobilization/De-mobilization			
Terracon (Site inspection, Drone shots before, during and after)			\$1,250.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	\$6,500.00
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$7,500.00
Purchase, import and place topsoil (Unit Price)	170 Tons	\$20.00/ton	\$3,400.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
1 tank cleaned, laid over and disposed of	1	\$17,500.00	\$17,500.00
Remove pumping unit			\$7,500.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$45,650.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



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Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	4103-Anderson H 1
		JOB PHONE	Anderson H 1
			(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

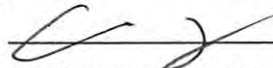
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	200 Tons	\$20.00/ton	\$4,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bi.	
Oil (Disposed of at Secure)		\$47.25/Bi.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
Demoilsh and remove building			\$2,500.00
Total			\$30,250.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



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Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	3862-Anderson SWD System B1
			Anderson SWD System B1
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	280 Tons	\$20.00/ton	\$5,600.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
Remove pumping unit			\$7,500.00
Total			\$36,850.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

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Signature _____

Date of acceptance _____

Signature _____

BID

Package 2

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 850,888.77 - (Salvage Value) 0.00
 + (Potential extras estimate) 200,000.00
 = (Total bid amount) 1,050,888.77 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 Reclamation 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 30 day of November 2022.

Farden Construction, Inc
Name of Bidder

[Signature]
Signature

9035 Co Rd 17B, Maxbass, ND
Business Address

701-268-3127
Business Telephone Number

FardenConstruction@SRT.com
Email

**ATTACHMENT B
Package 2 wells**

Bid Items

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long	Bid Cost	Equipment Salvage Value	Contaminated Material Disposed (TN)	Unit Price	Potential Extras Estimate	Net Total
7266	E. C. INGERSOLL 1	AB	BOTTINEAU	35-162-79	SENW	Kane	48.81551188	-100.8756097	\$ 46,911.50	\$ -			\$ -	\$ 46,911.50
7270	RUTH VEDQUAM 2	AB	BOTTINEAU	35-162-79	SESE	Kane	48.80819043	-100.8659252	\$ 33,554.26	\$ -			\$ -	\$ 33,554.26
7888	E. C. INGERSOLL 2	AB	BOTTINEAU	35-162-79	NWNW	Kane	48.81952766	-100.8814093	\$ 24,311.63	\$ -			\$ -	\$ 24,311.63
14662	C. L. BRANDT 2	AB	BOTTINEAU	1-161-79	SWNW	Kane	48.80124828	-100.8597692	\$ 24,222.08	\$ -			\$ -	\$ 24,222.08
15379	INGERSOLL 3	AB	BOTTINEAU	35-162-79	NENW	Kane	48.81860616	-100.8768769	\$ 21,617.97	\$ -			\$ -	\$ 21,617.97
40811 8-01	Kane Madison Unit Central Battery	AB	BOTTINEAU	35-162-79	SESE	Kane	48.81113	-100.8698	\$ 58,908.59	\$ -	500	\$ 80.00	\$ 40,000.00	\$ 98,908.59
90006	BLOWERS 1 SWD	PA	BOTTINEAU	17-160-83	SESW	Lansford	48.67653951	-101.4229528	\$ 25,045.94	\$ -			\$ -	\$ 25,045.94
10890	GEORGE ADAMS 23-6	AB	BOTTINEAU	6-160-82	NESW	Mountrose	48.71080315	-101.3134809	\$ 25,060.49	\$ -			\$ -	\$ 25,060.49
10919	GEORGE ADAMS ET AL 13-6	AB	BOTTINEAU	6-160-82	NWSW	Mountrose	48.71081608	-101.3176665	\$ 37,100.10	\$ -			\$ -	\$ 37,100.10
10954	DALE G. LEATHERS 31-6	AB	BOTTINEAU	6-160-82	NWNE	Mountrose	48.71717282	-101.3084118	\$ 54,251.00	\$ -			\$ -	\$ 54,251.00
10883	GEORGE ADAMS 21-6	PA	BOTTINEAU	6-160-82	NENW	Mountrose	48.71719798	-101.312255	\$ 39,999.41	\$ -			\$ -	\$ 39,999.41
10905	GEORGE ADAMS 22-6	PA	BOTTINEAU	6-160-82	SENW	Mountrose	48.71358293	-101.3135648	\$ 61,893.69	\$ -			\$ -	\$ 61,893.69
11278	SEM 22-8	AB	BOTTINEAU	22-162-79	SENE	Refuge	48.84459975	-100.8874374	\$ 40,398.27	\$ -	500	\$ 80.00	\$ 40,000.00	\$ 80,398.27
5501	FORDE 2	PA	BOTTINEAU	2-162-97	NWSW	South Landa	48.88433577	-100.8821475	\$ 18,229.05	\$ -			\$ -	\$ 18,229.05
8018	NEWHOUSE 1-3	AB	BOTTINEAU	3-162-79	SENE	South Landa	48.88817048	-100.8873976	\$ 24,698.96	\$ -			\$ -	\$ 24,698.96
13488	NEWHOUSE 2R	AB	BOTTINEAU	3-162-79	NESE	South Landa	48.88503009	-100.8863068	\$ 41,063.97	\$ -	500	\$ 80.00	\$ 40,000.00	\$ 81,063.97
14641	FORDE 1R	AB	BOTTINEAU	2-162-79	SWSW	South Landa	48.88170683	-100.8818934	\$ 47,424.12	\$ -			\$ -	\$ 47,424.12
40546 6-01	South Landa Madison Unit CTB	AB	BOTTINEAU	3-162-79	SENE	South Landa	48.88783	-100.885	\$ 41,189.26	\$ -	500	\$ 80.00	\$ 40,000.00	\$ 81,189.26
10845	CHRISTENSON 1	AB	BOTTINEAU	8-160-78	NENW	Southwest Starbuck	48.70356365	-100.7682221	\$ 22,468.60	\$ -			\$ -	\$ 22,468.60
11195	LERVIK 2-5	AB	BOTTINEAU	5-160-78	SESW	Southwest Starbuck	48.70724874	-100.7691162	\$ 42,315.45	\$ -			\$ -	\$ 42,315.45
12154	GOODMAN 3-9	AB	BOTTINEAU	9-160-78	NWNW	Southwest Starbuck	48.70308921	-100.7522065	\$ 25,343.66	\$ -			\$ -	\$ 25,343.66
14510	SOLBERG 2-9	AB	BOTTINEAU	9-160-78	NWNE	Southwest Starbuck	48.70336159	-100.7414544	\$ 28,736.63	\$ -	500	\$ 80.00	\$ 40,000.00	\$ 68,736.63
4103	ANDERSON H 1	AB	BOTTINEAU	33-164-78	NESW	Northeast Landa	48.98410319	-100.795174	\$ 23,366.43	\$ -			\$ -	\$ 23,366.43
3862	ANDERSON SWD SYSTEM D1	PA	BOTTINEAU	33-164-78	SWSW	Northeast Landa	48.9862552	-100.7889225	\$ 40,277.72	\$ -			\$ -	\$ 40,277.72
3863	1000' of pipeline	PA	BOTTINEAU	33-164-79	SWSW				\$ 2,500.00	\$ -			\$ -	\$ 2,500.00
									\$ 850,888.77	\$ -			\$ 200,000.00	\$ 1,050,888.77
									Bid Cost Total	Salvage Total			Extra Estimate Total	Net Total

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	BOTTINEA U	35-162-79	SENW	Kane	48.81551188	-100.8756097
7270	RUTH VEDQUAM 2	AB	BOTTINEA U	35-162-79	SESE	Kane	48.80819043	-100.8659252
7888	E. C. INGERSOLL 2	AB	BOTTINEA U	35-162-79	NWNW	Kane	48.81952766	-100.8814093
14662	C. L. BRANDT 2	AB	BOTTINEA U	1-161-79	SWNW	Kane	48.80124828	-100.8597692
15379	INGERSOLL 3	AB	BOTTINEA U	35-162-79	NENW	Kane	48.81860616	-100.8768769
40811 8-01	Kane Madison Unit Central Battery	AB	BOTTINEA U	35-162-79	SESE	Kane	48.81113	-100.8698
90006	BLOWERS 1 SWD	PA	BOTTINEA U	17-160-83	SESW	Lansford	48.67653951	-101.4229528
10890	GEORGE ADAMS 23- 6	AB	BOTTINEA U	6-160-82	NESW	Mountrose	48.71080315	-101.3134809
10919	GEORGE ADAMS ET AL 13-6	AB	BOTTINEA U	6-160-82	NWSW	Mountrose	48.71081608	-101.3176665
10954	DALE G. LEATHERS 31-6	AB	BOTTINEA U	6-160-82	NWNE	Mountrose	48.71717282	-101.3084118
10883	GEORGE ADAMS 21- 6	PA	BOTTINEA U	6-160-82	NENW	Mountrose	48.71719798	-101.312255
10905	GEORGE ADAMS 22- 6	PA	BOTTINEA U	6-160-82	SENW	Mountrose	48.71358293	-101.3135648
11278	SEM 22-8	AB	BOTTINEA U	22-162-79	SENE	Refuge	48.84459975	-100.8874374
5501	FORDE 2	PA	BOTTINEA U	2-162-97	NWSW	South Landa	48.88433577	-100.8821475
8018	NEWHOUSE 1-3	AB	BOTTINEA U	3-162-79	SENE	South Landa	48.88817048	-100.8873976
13488	NEWHOUSE 2R	AB	BOTTINEA U	3-162-79	NESE	South Landa	48.88503009	-100.8863068
14641	FORDE 1R	AB	BOTTINEA U	2-162-79	SWSW	South Landa	48.88170683	-100.8818934
40546 6-01	South Landa Madison Unit CTB	AB	BOTTINEA U	3-162-79	SENE	South Landa	48.88783	-100.885
10845	CHRISTENSON 1	AB	BOTTINEA U	8-160-78	NENW	Southwest Starbuck	48.70356365	-100.7682221
11195	LERVIK 2-5	AB	BOTTINEA U	5-160-78	SESW	Southwest Starbuck	48.70724874	-100.7691162
12154	GOODMAN 3-9	AB	BOTTINEA U	9-160-78	NWNW	Southwest Starbuck	48.70308921	-100.7522065
14510	SOLBERG 2-9	AB	BOTTINEA U	9-160-78	NWNE	Southwest Starbuck	48.70336159	-100.7414544
4103	ANDERSON H 1	AB	BOTTINEA U	33-164-78	NESW	Northeast Landa	48.98410319	-100.795174
3862	ANDERSON SWD SYSTEM D1	PA	BOTTINEA U	33-164-78	SWSW	Northeast Landa	48.9862552	-100.7889225

Note: Dale G. Leathers 31-6 to George Adams 21-6: has 1000' of a water gathering pipeline that will need flushed and capped.



9035 County Road 17B
Maxbass, North Dakota 58760

Phone: 701-268-3127
Fax: 701-268-3282
E-mail: fardenconstruction@srt.com

11/29/2022

Bid of: Farden Construction, Inc.
N.D. Contractor's License No: 30144-Class A
Date License was Issued or Renewed: January 24, 2022
ATTN: Mr. Cody VanderBusch

SEALED BID DO NOT OPEN
NDIC Oil & Gas Division
1016 E Calgary Ave
Bismarck ND 58503-5512

RE: Reclaim Package 2 Addition to Bid

Dear Sirs:

NDIC Oil and Gas Division Reclaim Package 2, Instructions to Bidders, Item 4 "Examination of Site", only allows bidders a visual inspection of the locations. Without being able to conduct excavation and/or testing prior to bidding, we are unable to determine the presence, extent, or volume of potential contamination at the proposed locations. We have only provided an estimated quantity based on assumptions and would expect the quantities to change. If awarded, sites will be tested by a third party testing company to assure specifications are met; initial testing will be included in the original bid item.

We appreciate the opportunity to bid on this project.

Sincerely,

Steve Farden,
President

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 30144

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **FARDEN CONSTRUCTION, INC.** whose address is in MAXBASS, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

FARDEN CONSTRUCTION, INC. is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 24, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
 RYAN RAUSCHENBERGER, COMMISSIONER

October 29, 2021

Ref: L1302106240
 Acct: 0408601-CCT-005

FARDEN CONSTRUCTION INC
 9035 COUNTY ROAD 17B
 MAXBASS ND 58760-9736

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
 BRIAN KROSHUS, COMMISSIONER

October 31, 2022

Ref: L0795621504
 Acct: 0408601-CCT-005

FARDEN CONSTRUCTION INC
 9035 COUNTY ROAD 17B
 MAXBASS ND 58760-9736

(083) 

North Dakota Contractor’s Tax Clearance – Expires December 31, 2023.

As of the date of this letter, the North Dakota Office of State Tax Commissioner’s records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor’s Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date

END

December 1, 2022 - 3 PM
NDIC Oil and Gas Division Office
1016 E. Calgary, Bismarck ND 58503

Reclamation Package 3 Bid Opening

Contractor	Bid Amount	SOS Contractor date
1. Naset	\$580,411	
2. Earth Sys.	\$213,554.40	
3. 3 Forks Serv.	\$1,183,185	
4. Teraflex	\$436,363	
5. North Wind	\$2,668,327.84	
6. Badlands	\$744,792.24	
7. Rad. Pros.	\$1,180,191.08	
8. Midwest	\$488,969.25	
9. Shanco	\$1,144,764	
10. Badlands Ex.	\$433,850	
11. Farden	\$852,810.41	
12.		
13.		

W BR

NESET

6844 Highway 40, Tioga, ND 58852 701-664-1492

November 29, 2022

North Dakota Industrial Commission
Attn: Mr. Cody VanderBusch
Oil & Gas Division
1016 E. Calgary Ave
Bismarck, N.D. 58503

RE: Invitation to Bid – IJJA Reclamation Package 3

Dear Mr. VanderBusch:

I appreciate the opportunity to participate in the North Dakota Industrial Commission's (NDIC) invitation to submit a bid to reclaim the wells listed in **IJJA Reclamation Package 3**. Please find our NESET response to the bid with necessary attachments in the following packet. If there are any questions or concerns on the submitted documents, please do not hesitate to call or email. I am available at any time on my cell phone, 701-641-0778.

NESET has been in business in North Dakota for 40 years and has administrative personnel including a finance team that is prepared to pay and manage all vendors. In anticipation of this project, our team has MSAs executed and accounts set up with all necessary vendors that will be required to complete the reclamation of the well sites. All vendors will be managed by NESET and we will bill NDIC by the required deadline. In addition, NESET has an engineering team on staff to provide technical support to field personnel and converse with state field inspectors. NESET is in full safety compliance with ISNetworld and PEC and meets the insurance requirements of the contract. NESET will ensure to follow all federal requirements listed in Attachment A of the INSTRUCTIONS TO BIDDERS form. I am prepared to execute the contract immediately upon notice of being awarded the bid.

The bid total is attached on the formal **BID** form; however, we feel it is important to give you additional details. Please see **ATTACHMENT I** for the one-page cost per well break out.

List of documents included in this bid packet:

1. Cover Letter
2. BID
3. ATTACHMENT I – One page cost per well breakout
4. Contractor License: #52789 Class A
5. North Dakota Secretary of State Certificate of Good Standing
6. North Dakota State Tax Commissioner Certificate

I look forward to hearing from you and thank you for your time.

Sincerely,



Randy Nese, VP of Engineering
Neset Consulting Service, Inc.

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$ 564,161 - (Salvage Value) _____
+ (Potential extras estimate) \$ 16,250
= (Total bid amount) five hundred eighty thousand and four hundred eleven dollars (\$).
(\$ 580,411)

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 Reclamation 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 29th day of November 2022.

Neset Consulting Service, Inc
Name of Bidder

Randy Neset
Signature

6844 Hwy 40 Tioga, ND 58852
Business Address

701-664-1492
Business Telephone Number

randyneset@nesetconsulting.com
Email

ATTACHMENT I



6844 Highway 40 Tioga, ND 58852 701-664-1492

November 29, 2022

TO: North Dakota Industrial Commission
Oil & Gas Division
1016 E Calgary Ave Bismarck, N.D. 58503
ATTN: Mr. Cody VanderBusch

FR: Neseet Consulting Service, Inc
6844 Highway 40 Tioga, ND 58852

RE: Invitation to Bid – IJA Reclamation Package 3

Neseet Consulting Service, Inc (NESET) appreciates the opportunity to participate in the invitation to reclaim bid. In anticipation of the project, NESET has MSAs established, and accounts set up with all necessary vendors required to complete the reclamation work in accordance to NDIC's recognized standards and guidelines. Please see table of the cost per well break out.

Clause: The volume of contaminated soil is unknown until tested therefore prior discussion and approval is needed with estimate prior to starting the work. Potential extra costs are estimated in the table below but does not account for soil contamination on listed wellsite. Any contamination detected will need prior discussion and approval with the Commissioner. The costs per well below accounts for tools, equipment, services to reclaim the well pad, disposal of equipment, junk and debris on site, supervision, and daily reporting. Costs does not include remediation of contaminated soil and brine kills.

NDIC File	Well Name	Total Cost	Salvage Value	Potential Extras Estimate	Net Total
14797	RICE-STATE 2H	\$49,130	-	\$3,250	\$52,380
15510	ASHEIM 1	\$35,526	-	\$3,250	\$38,776
16067	RICE 7	\$29,450	-	-	\$29,450
17739	HELLER 6-31	\$33,125	-	-	\$33,125
18452	GLESSING 7-16	\$42,470	-	\$3,250	\$45,720
19027	ERICKSON ET AL 1B	\$38,670	-	-	\$38,670
19028	ERICKSON ET AL 3B	\$38,305	-	-	\$38,305
19143	ERICKSON ET AL 2B	\$38,305	-	-	\$38,305
19236	ASHEIM 2	\$27,450	-	-	\$27,450
19315	RICE 11	\$44,960	-	-	\$44,960
20775	RIISE 12	\$34,150	-	-	\$34,150
20776	RICE 13	\$33,650	-	-	\$33,650
20963	RIISE 4x	\$26,955	-	-	\$26,955
17788	RICE STATE 3H	\$24,975	-	-	\$24,975
	Erickson CTB	\$67,040	-	\$6,500	\$73,540
	Gross	\$ 564,161	-	\$16,250	\$580,411

Please note that any discrepancy or changes of procedure after the bidding period to the well-by-well RECLAMATION SPECIFICATIONS provided by the NDIC or unknown contaminations/spills that requires additional services and/or rental equipment will be considered out of scope and need prior discussion and approval by the Commissioner.

State of North Dakota SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 52789

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **NESET CONSULTING SERVICE, INC.** whose address is in TIOGA, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

NESET CONSULTING SERVICE, INC. is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 7, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota SECRETARY OF STATE



Certificate of Good Standing of NESET CONSULTING SERVICE, INC.

SOS Control ID#: 0002161996

Certificate #: 022662322-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

NESET CONSULTING SERVICE, INC.

a Contractor - Corporation was formed under the laws of North Dakota and filed with this office effective November 3, 2014. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 28, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BID
PACKAGE # 3

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 213,554.40 - (Salvage Value) ϕ
+ (Potential extras estimate) ϕ
= (Total bid amount) 213,554.40 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 Reclamation 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 1 day of December 2022.

Christopher Neubauer
Name of Bidder


Signature

4501 Coleman St. Ste. 103 Bismarck, ND 58503
Business Address

(701) 751-4868
Business Telephone Number

cneubauer@earthsys.net
Email

ATTACHMENT B

Package 3 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
14797	RICE-STATE 2H	AB	BOTTINEA U	35-162-79	SENW	Renville	48.7761075	-101.3155634
15510	ASHEIM 1	AB	BOTTINEA U	35-162-79	SESE	Renville	48.77621326	-101.3348547
16067	RICE 7	AB	BOTTINEA U	35-162-79	NWNW	Renville	48.77263884	-101.3245431
17736	HELLER 6-31	AB	BOTTINEA U	1-161-79	SWNW	Renville	48.81600756	-101.3579419
18452	GLESSING 7-16	AB	BOTTINEA U	35-162-79	NENW	Renville	48.77916254	-101.3459956
19027	ERICKSON ET AL 1B	AB	BOTTINEA U	6-160-82	NESW	Renville	48.82155199	-101.3538187
19028	ERICKSON ET AL 3B	AB	BOTTINEA U	6-160-82	NWSW	Renville	48.82155536	-101.3527803
19143	ERICKSON ET AL 2B	AB	BOTTINEA U	6-160-82	NWNE	Renville	48.82155368	-101.3532995
19236	ASHEIM 2	AB	BOTTINEA U	22-162-79	SENE	Renville	48.77657243	-101.3332988
19315	RICE 11	AB	BOTTINEA U	3-162-79	SENE	Renville	48.77849576	-101.3209506
20775	RIISE 12	AB	BOTTINEA U	3-162-79	NESE	Renville	48.77216773	-101.3288557
20776	RICE 13	AB	BOTTINEA U	2-162-79	SWSW	Renville	48.78289927	-101.3138145
20963	RIISE 4X	AB	BOTTINEA U	8-160-78	NENW	Renville	48.77132639	-101.3203541
17788	RICE STATE 3H	PA	BOTTINEA U	16-161-82	NWNW	Renville	48.774269	-101.321102
21902 7-01	Erickson CTB	AB	BOTTINEA U	30-162-82	SWSE	Renville	48.8222	-101.3518

Note: There are around 16 miles of pipelines in the Renville Field that will need to be capped and flushed. There is also around 3 miles of line from Erickson CTB to the Cramer I SWD.

Per site cost = \$13,347.15

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000044631

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Earth Systems Response & Restoration, LLC** whose address is in JACKSONVILLE BEACH, FL, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Earth Systems Response & Restoration, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 23, 2021

A handwritten signature in cursive script that reads "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

Earth Systems Response & Restoration, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000044631



4501 Coleman St.
Suite 103
Bismarck, North Dakota 58503

Earth Systems- Bakken 2022 Rate Schedule	
Bulk Earth Materials	\$/Cubic Yard
Topsail *	\$25
Subsoil (Clay)*	\$9
Labor, Vehicle, and Subcontractor Markup	<i>5% unless noted otherwise</i>
Senior II- (Geologist/Engineer/Scientist/ Project Manager)	\$160
Senior I- (Geologist/Engineer/Scientist/ Project Manager)	\$150
Geophysicist	\$160
UAS Drone Pilot	\$160
Project Manager	\$135
Staff Engineer/Scientist	\$130
Associate Engineer/Scientist	\$125
Foreman	\$100
Administrative Support	\$75
Operator	\$75
Laborer	\$70
Per Diem Overnight-Project Specific (Over Night)	\$185
Per Diem Day-Project Specific (Day)	\$50
1-Ton Work Truck With Tools (per hour)	\$35
3/4 Ton Work Truck With Tools (per hour)	\$30
1/2 Ton Work Truck (per hour)	\$25
1-Ton Work Truck (per day)	\$285
3/4 Ton Work Truck (per day)	\$245
1/2 Ton Work Truck (per day)	\$205
Materials and Subcontractor Markup	10%
Machinery & Equipment	<i>5% unless noted otherwise</i>
Skid Steer (with Operator)	\$150
Skid Steer + Attachments (with Operator)	\$180
Mini-Excavator (with Operator)	\$160
Backhoe (with Operator)	\$175
Backhoe + Attachments (with Operator)	\$200
Loader 1.7-4.25CY (with Operator)	\$180
Loader 4.5-6.5CY (with Operator)	\$215
Excavator-Small Size 75-125 hp (with Operator)	\$185
Excavator- Mid Size 125-275 hp (with Operator)	\$200
Excavator- Large Size 275-550 hp (with Operator)	\$225
Bulldozer Small-Size 75-125 hp (with Operator)	\$185
Bulldozer Medium-Size 150-250 hp (with Operator)	\$225
Bulldozer Large-Size >250 hp (with Operator)	\$275
Belly Scraper 627k (with Operator)	\$290
Motor Grader 14m (with Operator)	\$190
Hydrovac Tailer HX30 (with Operator)	\$250
Hydrovac Tailer HX50 (with Operator)	\$275
Hydrovac Full Size-45 BBL (with Operator)	\$315
Tractor (with Operator)	\$150
Tractor with disc attachment (with Operator)	\$170
Straw/blanketing, crimping per acre	\$750
Manlift 45' (with Operator)	\$120
Manlift 60' (with Operator)	\$140
Telehandler 6k	\$130
Telehandler 8k	\$140
Utility Trailer / Dump Trailer / Tilt Deck Trailer	\$40
Gooseneck Trailer 25 feet	\$50
Gooseneck Trailer >25 feet	\$60
End Dump Truck (with driver)	\$115
Side Dump Truck (with driver)	\$155
Heavy Haul Low Boy + Truck (with driver)	\$195
Generator <15kW (per day)	\$175
Poly Fuse Machine (412)	\$175
Light Plant (per day)	\$175
2-Inch Trash Pump (per day)	\$200
3-Inch Trash Pump (per day)	\$300



4501 Coleman St.
 Suite 103
 Bismarck, North Dakota 58503

Environmental Equipment	
<u>Water & Soil Sampling</u>	<i>\$/Day, unless noted otherwise</i>
Groundwater Monitoring Well Sampling Kit (submersible/peristaltic pump, tubing, water level meter)	\$175
Water Sampling Kit (Bottle ware, Coolers, Ice, Decontamination Supplies, Shipping)	\$160
Soil Sampling Kit (Bottle ware, Coolers, Ice, Decontamination Supplies, Shipping)	\$160
<u>Air/Soil/Water/Gas Field Screening</u>	
PID	\$110
EC Meter + Chloride Strips	\$70
YSI	\$125
TENORM Meter	\$125
Air Sampling Equipment (4-Gas Monitor)	\$50
Hanby TPH-Water Test Kit (per day)	\$125
Hanby TPH-Water Test Reagent (per sample)	\$45
Petro-Flag TPH Soil Analyzer (per day)	\$125
Petro-Flag TPH Soil Test Reagent (per sample)	\$45
<u>UAS Drone Imaging</u>	
Quadcopter with Standard Camera (Photos)	\$275
Quadcopter with Multi-Spectral Sensor (Mapping & Analysis)	\$750
<u>Geophysical Surveys (Electromagnetic)</u>	
EM31 with Mesa 2 Tablet and Geode Sub-Meter GPS	\$1,150

Notes

- All labor time is billed port to port. Equipment is billed on a hourly use basis.
- Equipment Fuel and Earth Materials* (Topsoil and Clay) rates are based on current market value as of 12/1/2022. Equipment, Fuel, and Earth materials will be billed at the market value during the time the work is conducted, plus markup.
- Heavy haul and oversized road permits will be billed at cost plus markup.



3 Forks Services

Reclamation Package 3

ATTACHMENT B

Package 3 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
14797	RICE-STATE 2H	AB	BOTTINEA U	35-162-79	SENW	Renville	48.81551188	-100.8756097
15510	ASHEIM 1	AB	BOTTINEA U	35-162-79	SESE	Renville	48.80819043	-100.8659252
16067	RICE 7	AB	BOTTINEA U	35-162-79	NWNW	Renville	48.81952766	-100.8814093
17736	HELLER 6-31	AB	BOTTINEA U	1-161-79	SWNW	Renville	48.80124828	-100.8597692
18452	GLESSING 7-16	AB	BOTTINEA U	35-162-79	NENW	Renville	48.81860616	-100.8768769
19027	ERICKSON ET AL 1B	AB	BOTTINEA U	6-160-82	NESW	Renville	48.71080315	-101.3134809
19028	ERICKSON ET AL 3B	AB	BOTTINEA U	6-160-82	NWSW	Renville	48.71081608	-101.3176665
19143	ERICKSON ET AL 2B	AB	BOTTINEA U	6-160-82	NWNE	Renville	48.71717282	-101.3084118
19236	ASHEIM 2	AB	BOTTINEA U	22-162-79	SENE	Renville	48.84459975	-100.8874374
19315	RICE 11	AB	BOTTINEA U	3-162-79	SENE	Renville	48.88817048	-100.8873976
20775	RIISE 12	AB	BOTTINEA U	3-162-79	NESE	Renville	48.88503009	-100.8863068
20776	RICE 13	AB	BOTTINEA U	2-162-79	SWSW	Renville	48.88170683	-100.8818934
20963	RIISE 4X	AB	BOTTINEA U	8-160-78	NENW	Renville	48.70356365	-100.7682221
17788	RICE STATE 3H	PA	BOTTINEA U	16-161-82	NWNW	Renville	48.774269	-101.321102
21902 7-01	Erickson CTB	AB	BOTTINEA U	30-162-82	SWSE	Renville	48.8222	-101.3518

Note: There are around 16 miles of pipelines in the Renville Field that will need to be capped and flushed. There is also around 3 miles of line from Erickson CTB to the Cramer 1 SWD.

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$883,185.00 - (Salvage Value) Ø
+ (Potential extras estimate) \$300,000
= (Total bid amount) \$1,183,185 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 Reclamation 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 1 day of DECEMBER 2022.

3 FORKS SERVICES
Name of Bidder

JOEY SMITH
Signature

14071 49th ST. NW WILLISTON, ND 58801
Business Address

701-409-1308
Business Telephone Number

Jsmith@3forksservices.com
Email

WELL RECLAMATION 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 Reclamation 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 **April 1, 2024** and all invoices must be received by **May 30, 2024**. 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 one hundred fifty thousand Dollars (\$ 150,000.00), 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 Reclamation Specifications attached hereto as Exhibit A, COMMISSION may modify the Reclamation Specifications to ensure the well site is properly reclaimed by CONTRACTOR. If such modifications (per potential extras estimate) 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, Reclamation 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

_____ 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: 242375720 01
CONTRACTOR's federal employer ID number is: 27-2375720

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.

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:

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.

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.

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.

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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.

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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.

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

By: _____
Title: _____
DATE: _____

CONTRACTOR

By: Joey Smith
Title: Supervisor
DATE: 12/1/22

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000044610

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **3 FORKS SERVICES** whose address is in WILLISTON, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

3 FORKS SERVICES is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 22, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

3 FORKS SERVICES

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000044610



November 30, 2022

Cody VanderBusch

Teraflex Group, LLC makes the following assumptions and qualifications concerning this proposal.

1. TNORM disposal or testing is excluded from this proposal.
2. Disposal of anodes from treaters is excluded if TNORMS are present.
3. Disposal of all liquids from tanks and flow line cleaning and flushing is included. Contaminated soil will be removed on a per hour basis and disposal is at \$ 38.50 / Ton and trucking at \$ 128.00 per hour
4. We assumed all existing wells will be capped and pump jacks disconnected.
5. We included all Hydrovac work in our proposal.
6. Teraflex Group, LLC is a full-service civil contractor with over 10 years of experience in the oil and gas industry. Our services include complete site builds, facility construction, maintenance, roustabout services, complete site demolition both surface and underground. We have done numerous spill cleanups and work closely with a few insurance carriers and operators in our area. We also have excellent relationships disposal facilities in our immediate area. We have a work force of 70 hands and over 100 pieces of equipment in our fleet.

General Contractors-Excavation-Grading-Heavy Hwy-Public Utilities-Oil & Gas

North Carolina Office
52 Walnut St, Suite 7
Waynesville NC 28786

ND – Corporate Office
1015 58th Street West | PO Box 10482
Williston ND 58803
Ph: 701.774.9816 | Fax: 701.774.9817

Utah Office
244 Paxton Ave
Salt Lake City, UT 84101

BID

Bid for reclamation 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, RECLAMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 436,513.00 - (Salvage Value) 200.00
+ (Potential extras estimate) 0
= (Total bid amount) 436,313.00 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 Reclamation 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 1 day of December 2022.

Teraflex Group LLC
Name of Bidder

Zachary Cabe Brown
Signature

PO Box 10482 Williston ND 58803
Business Address

701-774-9816
Business Telephone Number

ABC@teraflexgroup.com
Email



PACKAGE 3 - SITES

TOTAL

ASHIEM 1	\$ 23,595.00
ASHIEM 2	\$ 21,345.00
ERICSON CTB	\$ 20,295.00
Ericson CTB	\$ 13,995.00
Ericson ET AI 1 B	\$ 40,467.00
Ericson ET AI 2B	\$ 29,295.00
Ericson ET AI 3	\$ 47,167.00
Glessing 7-16	\$ 21,345.00
Heller 6-31	\$ 21,345.00
RICE 7	\$ 21,345.00
RICE 11	\$ 49,517.00
Rice 12	\$ 25,795.00
Rice State 2H	\$ 49,467.00
RISE STATE 3H	\$ 25,795.00
RISE 4X	\$ 25,795.00

TOTAL PACKAGE 3 \$ 436,563.00

ATTACHMENT B

Package 3 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
14797	RICE-STATE 2H	AB	BOTTINEA U	35-162-79	SENW	Renville	48.7761075	-101.3155634
15510	ASHEIM 1	AB	BOTTINEA U	35-162-79	SESE	Renville	48.77621326	-101.3348547
16067	RICE 7	AB	BOTTINEA U	35-162-79	NWNW	Renville	48.77263884	-101.3245431
17736	HELLER 6-31	AB	BOTTINEA U	1-161-79	SWNW	Renville	48.81600756	-101.3579419
18452	GLESSING 7-16	AB	BOTTINEA U	35-162-79	NENW	Renville	48.77916254	-101.3459956
19027	ERICKSON ET AL 1B	AB	BOTTINEA U	6-160-82	NESW	Renville	48.82155199	-101.3538187
19028	ERICKSON ET AL 3B	AB	BOTTINEA U	6-160-82	NWSW	Renville	48.82155536	-101.3527803
19143	ERICKSON ET AL 2B	AB	BOTTINEA U	6-160-82	NWNE	Renville	48.82155368	-101.3532995
19236	ASHEIM 2	AB	BOTTINEA U	22-162-79	SENE	Renville	48.77657243	-101.3332988
19315	RICE 11	AB	BOTTINEA U	3-162-79	SENE	Renville	48.77849576	-101.3209506
20775	RIISE 12	AB	BOTTINEA U	3-162-79	NESE	Renville	48.77216773	-101.3288557
20776	RICE 13	AB	BOTTINEA U	2-162-79	SWSW	Renville	48.78289927	-101.3138145
20963	RIISE 4X	AB	BOTTINEA U	8-160-78	NENW	Renville	48.77132639	-101.3203541
17788	RICE STATE 3H	PA	BOTTINEA U	16-161-82	NWNW	Renville	48.774269	-101.321102
21902 7-01	Erickson CTB	AB	BOTTINEA U	30-162-82	SWSE	Renville	48.8222	-101.3518

Note: There are around 16 miles of pipelines in the Renville Field that will need to be capped and flushed. There is also around 3 miles of line from Erickson CTB to the Cramer 1 SWD.

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 54732

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **TERAFLEX GROUP, LLC** whose address is in WILLISTON, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

TERAFLEX GROUP, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 23, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

TERAFLEX GROUP, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

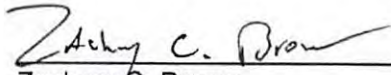
License # 54732



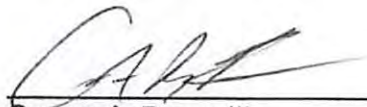
AGREEMENT / AUTHORITY TO SIGN

Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

All Necessary Acts: The Members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all Members of the LLC, may certify to other businesses or financial institutions as to the authority of one or more Members or officers of this LLC to transact specific items of business on behalf of the LLC.



Zachary C. Brown
Managing Member



George A. Brown III
Managing Member

General Contractors-Excavation-Grading-Heavy Hwy-Public Utilities-Oil & Gas

North Carolina Office
52 Walnut St, Suite 7
Waynesville NC 28786

ND - Corporate Office
1015 58th Street West/PO Box 10482
Williston ND 58803
Ph: 701.774.9816 Fax: 701.774.9817

Utah Office
244 Paxton Ave
Salt Lake City, UT 84101



North Dakota Office
1015 58th Street W
Williston, ND 58801
(701)774-9816
(701)774-9817 fax
Mailing Address:
P O Box 10482
Williston, ND 58803

EQUIPMENT DESCRIPTION	HOURLY RATE
EXCAVATORS	
CAT 305 EXCAVATOR	\$ 68.00
CAT308 EXCAVATOR	\$ 78.00
CAT315 EXCAVATOR	\$ 100.00
CAT320 EXCAVATOR	\$ 104.00
CAT323 EXCAVATOR	\$ 126.50
CAT329 EXCAVATOR	\$ 136.50
CAT335 EXCAVATOR	\$ 142.00
CAT336 EXCAVATOR	\$ 144.50
BACKHOE	
CAT430 RUBBER TIRE BACKHOE	\$ 78.00
ATTACHMENTS - BROOM, FORK, BUCKET	
DOZERS	
CATD5G DOZER	\$ 84.00
CAT D5K2-LPG DOZER	\$ 94.50
JD 700 K DOZER	\$ 116.50
CATD6T DOZER	\$ 133.25
CAT D8K DOZER	\$ 221.00
MOTORGRADER	
CAT140 MOTORGRADER	\$ 118.75
CAT160M MOTORGRADER	\$ 128.75
SKIDSTEER	
CAT279C SKIDSTEER	\$ 76.50
W/ATTACHMENTS - BUSHHOG, BROOM, AUGER	\$ 88.50
OFF-ROAD TRUCK	
VOLVO A25 ARTICULATED TRUCK	\$ 98.00
CAT ARTICULATED DUMP TRUCK	\$ 126.00
COMPACTORS	
CAT563-SOIL COMPACTOR	\$ 82.50
CAT 815 COMPACTOR	\$ 225.00
TRENCH ROLLER (NO OPERATOR)	\$ 40.00
LOADERS	



North Dakota Office
1015 58th Street W
Williston, ND 58801
(701)774-9816
(701)774-9817 fax
Mailing Address:
P O Box 10482
Williston, ND 58803

EQUIPMENT DESCRIPTION		HOURLY RATE
CAT 938M FRONT END LOADER		\$ 111.50
CAT 930 FRONT END LOADER		\$ 101.50
JD 7230 4 WHEEL DRIVE FARM TRACTOR		\$ 82.50
SCRAPERS		
CAT627 SCRAPER		\$ 390.00
LIGHT PLANTS		
ALLMAND LIGHT-PRO LIGHT TOWER (DAY RATE)		\$ 120.00
MISCELLANEOUS EQUIP		
AIR COMPRESSOR - (DAY RATE)	DAYRATE	\$ 300.00
AIR COMPRESSOR (LARGE) - (DAY RATE)	DAYRATE	\$ 2,500.00
BUSH HOG MOWER - 15' DECK		\$ 38.00
CEMENT PIG (DAY RATE)	DAYRATE	\$ 550.00
COMPACTOR - PLATE TAMP	DAYRATE	\$ 75.00
CONTANT C-915D SNOW BLOWER		\$ 395.00
CUT OFF SAW	DAYRATE	\$ 75.00
FLAMELESS HEATER	DAYRATE	\$ 375.00
GLYCOL GROUND HEATER	DAYRATE	\$ 475.00
HUSQVARNA WEED EATER		\$ 9.00
HYDRO-EXCAVATOR (5-AXLE)		\$ 310.00
HYDROVAC TRAILER & TRUCK		\$ 250.00
JEEP TESTER (DAY RATE)	DAYRATE	\$ 150.00
JOB TRAILER - (DAY RATE)	DAYRATE	\$ 325.00
DUMP TRAILER	DAYRATE	\$ 20.00
MANLIFT	DAYRATE	\$ 450.00
POLY FUSER		\$ 235.00
POSITECTOR TESTER (DAY RATE)		\$ 150.00
PRESSURE WASHER(HOT)-TRAILER MOUNTED	W/O OPER	\$ 50.00
SANDBLASTER (DAY RATE)	DAYRATE	\$ 175.00
SEED DRILL (10FT)	DAYRATE	\$ 125.00
SOIL DISK (12FT)	DAYRATE	\$ 200.00
SNOW BOX	DAYRATE	\$ 75.00
TELEHANDLER (DAY RATE)	DAYRATE	\$ 450.00
THAWING BLANKET (DAY RATE)	DAYRATE	\$ 75.00
THREADING MACHINE		\$ 240.00
WACKER - WATER PUMP		\$ 28.00
WIRTGEN 2500		\$ 400.00
GATE PANELS (SAFETY) DAYRATE	DAYRATE	\$ 3.00



North Dakota Office
 1015 58th Street W
 Williston, ND 58801
 (701)774-9816
 (701)774-9817 fax
Mailing Address:
 P O Box 10482
 Williston, ND 58803

EQUIPMENT DESCRIPTION	HOURLY RATE
ON-ROAD TRUCKS	
1/2 TON PICK-UP - SUPERVISOR	\$ 50.00
3/4 TON PICK UP - CREW	\$ 28.50
HOT SHOT TRUCK & TRAILER	\$ 66.00
LOWBOY TK WITH TRAILER W/STINGER	\$ 132.75
ON-ROAD WATER TRUCK 1800 GAL	\$ 55.00
ON-ROAD WATER TRUCK 4000 GAL	\$ 74.00
ROUSTABOUT TRUCK	\$ 55.00
CEMENT SPREADER TRUCK	\$ 133.00
SALT SPREADER TRUCK - TON	\$ 115.00
TK WITH 130BBL VAC TRAILER	\$ 107.00
TK WITH SIDE - BELLY DUMP TRAILER	\$ 107.00
TRI-AXLE END DUMP TRUCK	\$ 75.00
TRI-AXLE END DUMP TRUCK/ TRAILER	\$ 98.00
WELDER TRUCK	\$ 55.00
PERSONNEL	
ADMINISTRATION	\$ 45.00
LABORER	\$ 58.00
TRUCK DRIVER	\$ 63.00
OPERATOR	\$ 63.00
SUPERVISOR	\$ 70.00
WELDER	\$ 85.00
PROJECT MANAGER	\$ 105.00



December 1, 2022

Mr. Cody VanderBusch
NDIC Oil & Gas Division
1016 E. Calgary Ave
Bismark, ND 58503-5512

SUBJECT: Reclamation Package 3

Dear Mr. VanderBusch:

North Wind Site Services, LLC is pleased to present our proposal in response to the subject solicitation for well location reclamation.

North Wind Site Services is an SBA-certified 8(a) small, disadvantaged business specializing in environmental services. We offer the State of North Dakota a low-risk, experienced, and cost-effective contractor with the in-house capabilities to build teams as well as package and deliver full-service projects. North Wind has oil and gas experts on staff who will be assigned to all North Dakota reclamation projects if awarded.

North Wind Site Services understands that orphan well programs throughout the U.S. are complex in all respects, including building access to the well sites; safely and efficiently abandoning downhole scenarios; removing and remediating surface equipment, buried pipelines, and contaminated soils; and reclaiming disturbed areas wherein the land, air, and water are returned to an "untouched" status.

Our expertise in oil and gas site reclamation has been gained on previous projects for the Federal Bureau of Land Management (BLM) in Wyoming and the U.S. Forest Service in Tennessee. In addition, we have successfully completed reclamation projects for the BLM at mine sites in California, Colorado, and Nevada, the U.S. Department of Energy at the Energy Technology Engineering Center in California, the U.S. Army Corps of Engineers at EPA Superfund sites in Ohio and Oregon, and the Coeur D'Alene Trust in Idaho. As described in the attached flyer, North Wind Site Services brings a breadth of experience, not only in reclamation but in a full complement of services for state oil and gas programs.

As the president of North Wind Site Services, I welcome you to contact me regarding this proposal. I may be reached at kkearney@northwindgrp.com or (208) 520-0940.

We thank you for this opportunity to work with the State of North Dakota and look forward to assisting you with your reclamation requirements.

Warm Regards,

A handwritten signature in blue ink, appearing to read "Kimberley Kearney", with a large, stylized flourish extending to the right.

Kimberley Kearney, PMP
President, North Wind Site Services, LLC

ORPHAN WELLS

The U.S. Department of Interior defines an Orphan Well as *occurring when an operator fails to properly plug and remediate an oil and gas well, and no responsible party can be identified for cleanup activities.*

Proper plugging of orphan wells is necessary to protect public health and safety and conserve natural resources. The Orphan Well count is growing faster, and will continue to do so, than those wells that are being properly plugged and abandoned.

North Wind Group companies (North Wind) are small business leaders in the environmental, engineering, construction, and technical consulting industries. Our wide-ranging capabilities allow self-performance of nearly all aspects of any given work scope, providing our customers with significant cost savings.



PEOPLE

Our team offers...

- More than 2,000 field supervisors, heavy equipment operators, engineers, scientists, and regulatory and specialists available for deployment and support
- Above industry-average Health & Safety with an EMR 0.76
- \$450 million in bonding capacity backed by \$1 billion balance sheet



BENEFITS

North Wind brings...

- Teaming partners and deployable resources across the U.S., ensuring timely response when needs arise
- Proven and mature corporate infrastructure in place for more than 25 years and implemented on thousands of projects
- North Wind companies are wholly owned subsidiaries of Cook Inlet Region, Inc. (CIRI), an Alaska Native Corporation (ANC). The group of companies include small disadvantaged businesses, 8(a), and HUBZone companies.



SERVICES

- **Environmental**
 - Air Quality Monitoring
 - Surface and Groundwater Monitoring
- **Reclamation/Restoration**
 - Return Sites Back to "Natural" Condition
 - Removal of Pipelines and Old Surface Structures/Equipment
 - Covered Up Old Pits and Reseed
- **Remediation**
 - NORM Removal
- **Engineering**
- **Plug and Abandon (P&A) Subsurface Oil/Gas Wells and Groundwater Monitoring Wells**



BUSINESS LINES

North Wind has six business lines providing experienced and qualified solutions to meet all of your needs.

- Environmental Services
- Engineering Services
- Construction Services
- Facility Operation & Infrastructure Services
- IT/Cyber Enterprise Management Services
- Professional Services

For more information scan the QR code above or go to northwindgrp.com/what-we-do



Grant Smith, *Regional Director*
grant.smith@northwindgrp.com
(713) 519-9229

Kimberley Kearney, PMP
President North Wind Site Services
kkearney@northwindgrp.com | (208) 520-0940

EXAMPLE EXPERIENCE SUMMARY



BIG SOUTH FORK

Bureau of Land Management (BLM) | Fentress County, TN
Well plugging and surface remediation services located at 12 historic well sites within the Big South Fork National River and Recreation Area that included:

- All management, personnel, equipment, engineering, services and materials
 - Mobilization and demobilization of personnel, equipment, materials, and supplies.
 - Planning and execution of all site restoration and removals, including road repair
 - Removal, testing, transporting, and disposing of all hazardous and nonhazardous oilfield waste, equipment, and materials in a manner that complies with all federal, state, and local regulations
- Kept premises free from accumulations of waste materials and debris, continuously evaluating if any materials were hazardous, and then responsible for the removal and proper disposal according to the Department of Environmental Quality
 - Notified the site landowners and/or lease holders and the landowners and/or lease holders of any property used for ingress and egress prior to the commencement of work

FUN FACT
The first modern oil well in the U.S. was drilled by Edwin Drake in northwestern Pennsylvania in 1859.

RECLAMATION/REMEDIATION/RESTORATION PROJECTS

- **Energy Technology Engineering Center (ETEC)** | Simi Valley, CA | U.S. Department of Energy (DOE)
- **Luckey Formerly Utilized Sites Remedial Action Program (FUSRAP)** | Luckey, OH | U.S. Army Corps of Engineers (USACE)
- **Rand Mine Reclamation** | Kern County, CA | BLM
- **Frisco Bagley Mine Reclamation** | Bonita Peak, CO | BLM
- **Formosa Mine** | Douglas County, OR | USACE
- **Interstate Callahan Environmental Remediation, East Fork Nine Mile** | Silver Valley, ID | Coeur d'Alene Complex Superfund Site
- **Pine Bird Mine Environmental Remediation** | Cherry Creek, NV | BLM

GROUNDWATER MONITORING PROJECTS

- **Upper Blackfoot Mining Complex Monitoring** | Lincoln, MT | Montana Department of Environmental Quality (DEQ)
- **Technical and Remedial Services** | Coeur d'Alene Basin, ID | Idaho DEQ
- **Perfluorinated Compounds at Eielson Air Force Base and Moose Creek** | Moose Creek, AK | USACE
- **ETEC** | Simi Valley, CA | DOE
- **Atlas 12 Final Remedial Action** | Windsor, CO | USACE
- **Luckey FUSRAP** | Luckey, OH | USACE
- **Gilt Edge Mine Groundwater Investigation** | Lawrence County, SD | USACE
- **Jefferson Proving Grounds Environmental Radiation Monitoring** | IN | USACE

AIR MONITORING PROJECTS

- **ETEC** | Simi Valley, CA | DOE
- **Luckey FUSRAP** | Luckey, OH | USACE
- **Knolls Atomic Environmental Remediation Services Demolition and Removal** | Schenectady, NY | DOE
- **Lawrence Livermore Technical Assistance Contract** | Livermore, CA | DOE
- **Deactivation Project** | Paducah, KY | DOE
- **Container Ship Terminal Expansion Environmental Impact Statement** | Charleston, SC | South Carolina State Ports Authority
- **Air Permitting and Compliance Services** | Pickens/Anderson, SC | OWT Industries (Ryobi)
- **Air Permitting and Compliance Services** | Fletcher, NC | Wilsonart, LLC
- **Air Emissions Inventories, Title V Permit Renewal, and Misc. Air Quality Services** | AK and CO | Air Force Civil Engineering Center

WELL P&A AND DECOMMISSIONING PROJECTS

- **HAZMAT Cleanup** | 12 Western U.S. States | BLM
- **Big South Fork Oil and Gas Well P&A** | Fentress County, TN | BLM
- **Atlas 12 Final Remedial Action** | Windsor, CO | USACE
- **Los Alamos National Laboratory Deep Drilling Program** | New Mexico | DOE
- **ETEC** | Simi Valley, CA | DOE
- **Environmental Remediation of Haines Fuel Terminal** | Haines, AK | USACE



BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$2,668,327.84 - (Salvage Value) See Attachment B
+ (Potential extras estimate) See Attachment A
= (Total bid amount) \$2,668,327.84 dollars (\$).

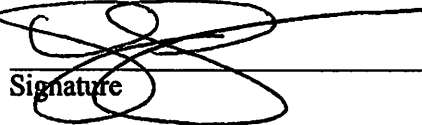
Contractor hereby agrees that it shall comply with all Federal requirements including Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (as noted in Attachment A of Bid Notification).

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 Reclamation 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 1st day of December 2022.

North Wind Site Services, LLC

Name of Bidder



Signature

1425 Higham St., Idaho Falls, ID 83402

Business Address

208-520-0940

Business Telephone Number

kkearney@northwindgrp.com

Email

Table of Contents

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Inclusions	2
Exclusions.....	3
Detailed Cost Estimate by Well.....	4
Attachment A – Potential Extra Costs.....	5
Attachment B – Potential Salvage Values.....	5

Assumptions

- All wells will be plugged by June 2023 to facilitate mobilization for reclamation to meet required period of performance.
- The State will provide Right of Entry for all locations regardless of ownership.
- Reclamation is to be completed to the standards set forth in the specification and as defined in NDAC 43-02-03-34.1. Landowner expectations beyond the established standard will require resolution assistance and/or additional charge approval.
- Abandoned flowlines intact and functional for flushing and abandonment.
- No GIS deliverables as required by North Dakota Administrative Code 43-02-03-29.1 will be provided documenting pipeline abandonment. Daily activity reports will be used to record a description of pipeline abandonment completed each day including locations of start and end points, type of fluid used, and estimated length.

Inclusions

- Removal of any remaining surface equipment and junk. Tanks, treaters, and electrical controllers are included at an additional cost see Attachment A.
- Surface material stripping.
- North Wind will flush flowlines with fresh water and cut and cap 3' below final contour. Water will be disposed of at an authorized facility, not to exceed 605 BBL. Attachment A includes cost for additional flushing and disposal rates. Flowlines above 3' will be removed and disposed of.
- Flowlines to be flushed to facility onsite (Treater, CTB, etc.) or to the extent of site pad area or lease road under scope for reclaiming.
- North Wind will provide contaminated soil removal down to 4' at prices provided in Attachment A.
- Locations and lease roads will be re-countered to blend in with surrounding topography to restore natural drainage of area.
- Rocks will be buried as needed.
- North Wind will bring in and spread 6" of topsoil at well location and lease road.
- All disturbed areas will be cultivated/ripped to alleviate compaction and prepare for seeding.
- North Wind will perform seeding to the native grass specifications for all areas where applicable.
- North Wind will submit to the commission photos of each location prior to work starting, mid-way through work, and after completing work. In addition, daily activity reports documenting dates, times, and work that was completed each day will be prepared and submitted.

Exclusions

- Exploratory excavation/locating services to find any abandoned or unlocatable flowlines.
- All winterization items are excluded, such as snow removal, frost laws permitting, road restrictions, heaters, extreme condition productivity, etc. If required, cost adders will apply.
- TENORM assessments and disposal.
- Removal and disposal of asbestos insulation.
- Fencing/Erosion Control
- H2S support services will be billed at an additional cost.
- No disposal/salvage is included for vehicles abandoned on locations since a title is required to perform these tasks.
- Removal of any utility services from site. Electric contractor or utility provider to disconnect power at meter and remove any transformers and/or underground electric boxes on location. North Wind will verify all locations have been deenergized prior to beginning work at locations where electrical is present.

Detailed Cost Estimate by Well

Well Location	Bid Amount
Rice-State 2H	\$ 146,952.41
Asheim 1	\$ 107,841.42
Rice 7	\$ 125,687.67
Heller 6-31	\$ 236,210.00
Glessing 7-16	\$ 143,151.53
Erickson ET AL 1B	\$ 81,123.06
Erickson ET AL 3B	\$ 130,818.59
Erickson ET AL 2B	\$ 88,813.53
Asheim 2	\$ 92,360.63
Rice 11	\$ 148,095.42
Riise 12	\$ 284,445.78
Rice 13	\$ 261,661.00
Riise 4X	\$ 110,031.12
Rice State 3H	\$ 113,730.61
Erickson CTB	\$ 597,405.07

Attachment A – Potential Extra Costs

Extra	Cost	Unit
Contaminated Soil Disposal (Includes Hauling)	\$ 274.52	CY
Topsoil	\$ 15.53	CY
Topsoil Hauling	\$ 140.00	Hour
Fresh Water	\$ 6.00	BBL
Contaminated Water Disposal	\$ 35.00	BBL
Hydrovac Truck	\$ 400.00	Hour
Vac Truck	\$ 175.00	Hour

Attachment B – Potential Salvage Values

Due to market volatility, salvage value will be provided at time of salvage less freight and administrative costs.

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000047187

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **North Wind Site Services, LLC** whose address is in KNOXVILLE, TN, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

North Wind Site Services, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: July 15, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

North Wind Site Services, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000047187



STATE OF NORTH DAKOTA
 OFFICE OF STATE TAX COMMISSIONER
 BRIAN KROSHUS, COMMISSIONER

November 18, 2022

Ref: L1710635136
 Acct: 5956402-CCT-002

NORTH WIND SITE SERVICES LLC
 1425 HIGHAM ST
 IDAHO FALLS ID 83402-1513

(083) 

North Dakota Contractor’s Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner’s records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor’s Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

Date Operations Ceased In North Dakota	Signature	Date



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
 BRIAN KROSHUS, COMMISSIONER

November 18, 2022

Ref: L0368457856
 Acct: 5956402-CCT-002

NORTH WIND SITE SERVICES LLC
 1425 HIGHAM ST
 IDAHO FALLS ID 83402-1513

(083) 

North Dakota Contractor’s Tax Clearance – Expires December 31, 2023.

As of the date of this letter, the North Dakota Office of State Tax Commissioner’s records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor’s Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date

BID

Bid for reclamation of the following well sites: **Package 3**

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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$650,254.12 - (Salvage Value) \$3,000.00
+ (Potential extras estimate) \$97,538.12
= (Total bid amount) \$744,792.24 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 Reclamation 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 1st day of December 2022.

 Badlands Contracting, LLC
Name of Bidder

 
Signature

 500 2nd Ave SW Watford City, ND 58854
Business Address

 (701) 502-2007
Business Telephone Number

 KNorbeck@badlandscontracting.com
Email

Reclaim Package 3

Package	FileNo	Well Name & Number	Status	County	Total
Package 3	14797	RICE-STATE 2H	AB	BOTTINEA U	\$ 34,298.83
Package 3	15510	ASHEIM 1	AB	BOTTINEAU	\$ 23,174.67
Package 3	16067	RICE 7	AB	BOTTINEA U	\$ 20,248.40
Package 3	17736	HELLER 6-31	AB	BOTTINEAU	\$ 58,699.70
Package 3	18452	GLESSING 7-16	AB	BOTTINEA U	\$ 27,905.77
Package 3	19027	ERICKSON ET AL 1B	AB	BOTTINEA U	\$ 29,337.17
Package 3	19028	ERICKSON ET AL 3B	AB	BOTTINEAU	\$ 29,436.17
Package 3	19143	ERICKSON ET AL 2B	AB	BOTTINEA U	\$ 36,489.17
Package 3	19236	ASHEIM 2	AB	BOTTINEA U	\$ 11,957.70
Package 3	19315	RICE 11	AB	BOTTINEAU	\$ 44,109.60
Package 3	20775	RIISE 12	AB	BOTTINEA U	\$ 45,988.67
Package 3	20776	RICE 13	AB	BOTTINEAU	\$ 56,856.20
Package 3	20963	RIISE 4X	AB	BOTTINEA U	\$ 20,897.23
Package 3	17788	RICE STATE 3H	PA	BOTTINEA U	\$ 14,962.83
Package 3	219027-01	Erickson CTB	AB	BOTTINEAU	\$ 48,537.17
Package 3		Cap & Flush 16 Miles in Renville Field			\$ 128,815.43
Package 3		Cap & Flush Erickson CTB to Cramer 1 SWD			\$ 18,539.43

Fushing & Cap 16 miles of flowline assumes system is tied in.
See note on flushing quantities

Total Gross	\$ 650,254.12
Less Salvage	\$ (3,000.00)
Plus Extras	\$ 97,538.12
Total Bid Amount	\$ 744,792.24

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 58132

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **BADLANDS CONTRACTING, LLC** whose address is in WATFORD CITY, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

BADLANDS CONTRACTING, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 4, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BID

Bid for reclamation 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, RECLAMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 1,032,403.47 - (Salvage Value) 14,867.00
+ (Potential extras estimate) 162,654.62
= (Total bid amount) 1,180,191.08 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 Reclamation 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 1st day of December 2022.

Radiation Pros, LLC
Name of Bidder


Signature

14 Inverness Dr. E, Suite A-220, Englewood, CO 80112
Business Address

720-771-0200
Business Telephone Number

kurt.rhea@radpros.com
Email

Bid Package 3

Site	Gross	Salvage Value	Potential Extras	Total Bid Amount
RICE-STATE 2H	\$84,743.56	-\$2,258.80	\$57,762.32	\$140,247.07
ASHEIM 1	\$48,870.10	\$0.00	\$15,478.05	\$64,348.15
RICE 7	\$62,509.74	\$0.00	\$17,298.65	\$79,808.40
HELLER 6-31	\$51,495.55	\$0.00	\$10,856.86	\$62,352.41
GLESSING 7-16	\$64,923.24	-\$1,683.80	\$10,570.68	\$73,810.11
ERICKSON ET AL 1B	\$82,585.37	-\$3,408.80	\$3,851.49	\$83,028.06
ERICKSON ET AL 3B	\$83,357.21	-\$2,258.80	\$6,296.01	\$87,394.42
ERICKSON ET AL 2B	\$73,265.07	-\$1,108.80	\$5,036.90	\$77,193.17
ASHEIM 2	\$37,462.27	\$0.00	\$3,610.77	\$41,073.03
RICE 11	\$38,699.59	\$0.00	\$1,602.46	\$40,302.05
RIISE 12	\$63,967.34	-\$739.20	\$3,895.85	\$67,123.98
RICE 13	\$60,394.30	\$0.00	\$2,997.72	\$63,392.02
RIISE 4X	\$77,370.09	\$0.00	\$5,129.52	\$82,499.60
RICE STATE 3H	\$69,042.50	\$0.00	\$5,795.50	\$74,838.00
Erickson CTB	\$133,717.56	-\$3,408.80	\$12,471.85	\$142,780.60
Totals	\$1,032,403.47	-\$14,867.00	\$162,654.62	\$1,180,191.08

Terms and Conditions

Client is responsible for any incremental costs associated with variations in transportation costs whether related to volume of material/debris transported, travel time to disposals facilities, or fuel surcharges. The volume of waste material and debris required to be disposed of and the backfill material required may also vary, despite our best estimates, creating variances (positive or negative) from this cost estimate. Client acknowledges that inclement weather, road closures, timely access to the sites, levels of impact due to salinity, hydrocarbons, or radioactivity, the volume and value of recyclable material or prices/credits for recovery of oil, extent of contamination, and the condition of the waste stream are all beyond RAD PROS' immediate control and these circumstances may impact the cost of management and disposal of any waste, potentially increasing or decreasing the final cost to the client. For the state's benefit, all 3rd party costs will be billed at cost +15%.



STATE OF NORTH DAKOTA

Alvin A. Jaeger

Secretary of State

600 E Boulevard Avenue Dept 108
Bismarck, ND 58505-0500

Terrie Tyree
14 INVERNESS DRIVE EAST, SUITE A-220
ENGLEWOOD, CO 80112

02/22/2022

Receipt Detail

Receipt ID: 2859236

Receipt Total: \$90.00

Item	Description	Check/Ref #	Image ID	Fee	#	Total
Contractor License Renewal	RADIATION PROS, LLC - 0005534242	0005810412		\$90.00	1	\$90.00
Payment - Credit Card (web)	Terrie Tyree - 14 Inverness Drive East, Suite A-220, Englewood, CO 80112	AR0P7C8C971B				(\$90.00)
				Balance:		\$0.00

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000045113

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **RADIATION PROS, LLC** whose address is in ENGLEWOOD, CO, has filed in this office proper documents for a Contractor License valid until March 1, 2022, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

RADIATION PROS, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: June 4, 2021

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

RADIATION PROS, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2022 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000045113



STATE OF NORTH DAKOTA
 OFFICE OF STATE TAX COMMISSIONER
 RYAN RAUSCHENBERGER, COMMISSIONER

October 29, 2021

Ref: L0739004544
 Acct: 5663885-CCT-004

RADIATION PROS, LLC
 14 INVERNESS DRIVE E STE A-220
 ENGLEWOOD CO 80112-5625

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, *make a copy for your records*, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$469,689.25 - (Salvage Value) \$2,720.00
+ (Potential extras estimate) \$22,000.00
= (Total bid amount) \$488,969.25 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 Reclamation 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 30 day of November 2022.

Midwest Industrial Maintenance LLC
Name of Bidder

Darvine Bachman
Signature

5057 Owan Industrial Park Dr #7 Williston, ND 58801
Business Address

(701) 645-3261
Business Telephone Number

info@midwestim.com
Email

Bid Package 3

Well Name	Cost	Equipment Salvage 42.5/ton	Potential Extra Item	Potential Extra Cost	Net Total
Asheim 1	\$26,363.01	\$0.00	None		\$26,363.01
Asheim 2	\$26,363.01	\$0.00	None		\$26,363.01
Erickson CTB	\$33,191.48	\$85.00	Contour, Line flush	\$5,000.00	\$38,106.48
Erickson ET AL 1B	\$29,946.19	\$0.00	none		\$29,946.19
Erickson ET AL 2B	\$29,946.19	\$1,700.00	none		\$28,246.19
Erickson ET AL 3B	\$29,946.19	\$0.00	none		\$29,946.19
Glessin 7-16	\$31,956.19	\$0.00	Soil impact	\$4,000.00	\$35,956.19
Heller 6-31	\$31,956.19	\$0.00	Road Contour	\$2,500.00	\$34,456.19
Rice 7	\$31,956.19	\$0.00	None		\$31,956.19
Rice 11	\$36,486.19	\$0.00	None		\$36,486.19
Rice 12	\$39,168.19	\$0.00	Soil impact	\$4,000.00	\$43,168.19
Rice 13	\$26,363.01	\$0.00	Road Contour	\$2,500.00	\$28,863.01
Rice state 2H	\$43,321.20	\$935.00	Soil impact	\$4,000.00	\$46,386.20
Rice State 3H	\$26,363.01	\$0.00	None		\$26,363.01
Riise 4X	\$26,363.01	\$0.00	None		\$26,363.01
Total	\$469,689.25	\$2,720.00		\$22,000.00	\$488,969.25



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
BRIAN KROSHUS, COMMISSIONER

November 22, 2022

Ref: L1800747136
Acct: 5883059-CCT-002

MIDWEST INDUSTRIAL MAINTENANCE LLC
5057 OWAN INDUSTRIAL PARK DR UNIT 7
WILLISTON ND 58801-9072

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2023.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000045753

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Midwest Industrial Maintenance LLC** whose address is in LOCKPORT, IL, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Midwest Industrial Maintenance LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 11, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

Midwest Industrial Maintenance LLC

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2023 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 000045753

State of North Dakota

SECRETARY OF STATE



Certificate of Good Standing of Midwest Industrial Maintenance LLC

SOS Control ID#: 0005648896

Certificate #: 022642724-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

Midwest Industrial Maintenance LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective September 22, 2021. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 21, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of
(Gross) \$1,150,464 - (Salvage Value) \$5,700
+ (Potential extras estimate) See attached price sheet.
= (Total bid amount) \$1,144,764 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 Reclamation 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 30 day of November 2022.

Shanco LLC

Name of Bidder



Signature

P.O. Box 3159 Minot, ND 58702

Business Address

406-630-2255

Business Telephone Number

spierce@shancollc.com

Email



11/30/2022

ATTENTION: CODY VANDERBUSCH

SUBJECT: Package 3

Shanco Energy Services is pleased to submit this proposal to provide the requested pricing, labor, tools, and equipment for NDIC. Our proposal is based on the scope of work provided and attached price sheets.

Clarifications & Potential Extra Cost

- Removal of utilities is not included in the pricing.
- There's 1,150 yards of subsoil / material per site to be removed included in pricing, additional material will be billed at \$15 per yard.
- There's 1,150 yards of topsoil per site included in pricing, additional material will be billed at \$30 per yard delivered.
- All Hydro Vac, Hot Oiler and Vac Trucks will be billed back at cost plus 10%, if additional labor is needed it will be billed off T&M rate sheet.
- Any TENORM trucking will be billed at cost plus 10%
- Any TENORM or contaminated disposal fees will be billed back at cost plus 10%
- Any off-site lines that need flushed and capped will be billed off T&M rate sheet.
- Bond will be provided once awarded project.

We appreciate having been extended the opportunity to submit this bid and look forward to working with NDIC in the future. Please do not hesitate to contact us should you have any questions.

Regards,

Steve Pierce

Member / Regional Manager
spierce@shancollc.com
406-630-2255

State of North Dakota SECRETARY OF STATE



Certificate of Good Standing of SHANCO, LLC

SOS Control ID#: 0002170406

Certificate #: 022667020-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

SHANCO, LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective May 20, 2013. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 29, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 48105

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **SHANCO, LLC** whose address is in MINOT, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

SHANCO, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 7, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

SHANCO, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 48105



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Great West Insurance Services, LLC PO Box 2518 Billings MT 59103		CONTACT NAME: Holly Cremer PHONE (A/C, No, Ext): (877) 229-4553 FAX (A/C, No): (866) 751-8096 E-MAIL ADDRESS: holly-cremer@leavitt.com	
INSURED Shanco, LLC P.O. Box 3159 Minot ND 58702		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 19046	

COVERAGES **CERTIFICATE NUMBER: 22/23** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			H6609T687253IND22	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Underground Resources						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> North Dakota Stop Gap						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Pollution \$ 1,000,000
A	AUTOMOBILE LIABILITY			8109T68566522N4G	10/31/2022	10/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			CUP9T69606522N4	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Employer's Liability Only H6609T687253IND22	10/31/2022	10/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			H6609T687253IND22	10/31/2022	10/31/2023	250,000
A	Motor Truck Cargo			H6609T687253IND22	10/31/2022	10/31/2023	Deductible 5,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder: State of North Dakota, Acting through its N.D. Industrial Commission- Dept of Mineral Resource/Oil & Gas Division is an Additional Insured on a Primary and Non-Contributory basis with Waiver of Subrogation per CAT3400215, CAT4370216, CG24531219, END0370920. Umbrella is following form including Pollution and Employer's Liability/North Dakota Stop Gap.

CERTIFICATE HOLDER State of North Dakota, Acting through its Industrial Commission- Dept of Mineral Re 1016 E Calgary Ave Bismark, ND 58503	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kaylee Hecht/HEKAYL <i>Kaylee Hecht</i>
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SCHEDULE OF EQUIPMENT AND LABOR RATES

**EFFECTIVE- January 1st 2022
Rate Sheet**

Item No.	Description	Rate Per Hour
SCHEDULE OF LABOR RATES		
1	Project Manager	\$100.00
2	Pipeline Superintendent	\$78.00
3	Light Constuction Superintendent	\$69.00
4	Asst. Superintendent	\$65.00
5	Welder w/ Rig	\$125.00
6	Foreman	\$65.00
7	Heavy Equipment Operator	\$60.00
8	Truck Driver	\$54.00
9	Hydro-Vac Truck Driver	\$52.00
10	Hydro-Vac Truck Swamper	\$48.00
11	Safety Personnel	\$52.00
12	Skilled Laborer	\$50.00
13	Welder's Helper	\$48.00
SCHEDULE OF EQUIPMENT RATES		
HOURLY RATES		
14	1/2 - ton Pickup/Operator's Truck	\$30.00
15	¾ ton Pickup/Superintendent's Truck	\$29.00
16	1-Ton Pipeline Crew Truck	\$45.00
17	1-Ton Light Construction Crew Truck	\$54.00
18	3-Ton Truck	\$65.00
19	15 Ton Truck	\$90.00
20	26 - 30 Ton Boom Truck	\$105.00
21	Hydro-Vac Truck	\$225.00
22	740 Dump Trucks or Equivalent	\$195.00
23	750 Dump Trucks or Equivalent	\$215.00
24	10 Yard Dump Truck	\$85.00
25	Water truck	\$80.00
26	Third Party Trucking	\$187.00
27	Gooseneck Trailer	\$30.00
28	Bumper Pull Trailer	\$30.00
29	Fire Suppression Trailer	\$35.00
30	Lowboy Trailer	\$45.00
31	Step Deck Trailer	\$30.00
32	130 bbl water trailer	\$30.00
33	Vac Trailer	\$30.00
34	Float Trailer	\$30.00
35	Side Dump Trailer	\$30.00
36	D4 Sideboom or equivalent	\$90.00
37	D5 Combination	\$105.00
38	D-6 Dozer or equivalent, or 561 Sideboom	\$150.00
39	D7 Dozer or equivalent, or 572 Sideboom	\$170.00
40	D8 Dozer or equivalent	\$185.00
41	Smooth Drum Roller	\$90.00
42	Man Lift	\$65.00
43	Telehandler	\$75.00
44	Forklift	\$45.00
45	Farm Tractor w/ Seeder or Attachments	\$60.00
46	Backhoe	\$75.00
47	Caterpillar 320 or Equivalent Hydraulic Trackhoe	\$125.00
48	Caterpillar 325 or Equivalent Hydraulic Trackhoe	\$155.00
49	Caterpillar 330 or Equivalent Hydraulic Trackhoe	\$165.00

SCHEDULE OF EQUIPMENT AND LABOR RATES

Item No.	Description	Rate Per Hour
HOURLY RATES CONTINUED		
50	Caterpillar 345 or Equivalent Hydraulic Trackhoe	\$195.00
51	Trackhoe Attachments Vacu Lift, Padding Bucket, Etc.	\$120.00
52	Mini Excavator	\$85.00
53	140 G Motor Grader or equivalent	\$140.00
54	163H Motor Grader or equivalent	\$155.00
55	Skid Steer	\$65.00
56	Front End Loader	\$125.00
57	Box plow for snow removal	\$20.00
58	Mobile Welding Trailer	\$52.00
DAILY RATES		
59	Light Plant	\$166.00
60	Beveling Machines	
	2" - 8"	\$10.00
	10" - 20"	\$65.00
	22" - 30"	\$80.00
61	Pipe Cradles	
	6" - 12"	\$95.00
	12" - 24"	\$150.00
62	Concrete Vibrator	\$42.00
63	Tamper/Compactor	\$110.00
64	Laser Level top con system	\$25.00
65	Laser 360 degree sensor	\$250.00
66	Generator / w Power tools	\$85.00
67	Line Locator/Holiday Detector	\$50.00
68	Air Compressor 185 CFM	\$195.00
69	Air Compressor 375 CFM	\$325.00
70	Enclosed Tool Trailer	\$100.00
71	Office Trailer	\$152.00
72	Pressure Washing Trailer	\$350.00
73	Safety Trailer (Two day minimum)	\$350.00
74	Side-by-side or ATV	\$200.00
75	Pressure Testing Chart Recorder/ Crystal gauge	\$250.00
76	Pressure Testing Trailer	\$250.00
77	Pressure Test Pump	\$340.00
78	Fusion Machine 3/4" - 4"	\$150.00
79	Fusion Machine 6" - 12"	\$375.00
80	Track Star Fusion Machine 4" to 12"	\$410.00
81	Track Star Fusion Machine 6" to 18"	\$640.00
82	Victaulic Threading Machine	\$140.00
83	Ditch/Trash Pump	\$75.00
84	Aeration Pump	\$81.00
85	Skid Steer (General Attachments)	\$158.00
86	Skid Steer Grader Attachment	\$500.00
87	Walk Behind Roller	\$300.00
88	Rig Heater	\$720.00
89	Sand Blasting Unit	\$400.00
90	Air Compressor 900 CFM	\$1,400.00
91	Threading Trailer	\$175.00

GENERAL PROVISIONS

- 1 Labor Rates are inclusive of wages and applicable cost including payroll taxes, contributions or assessments for unemployment insurance and workman's compensation insurance, overhead and profit.
- 2 This rate sheet does not charge overtime.
- 3 A minimum for all labor assigned shall be three (3) hours per day.
- 4 When personnel are required to remain overnight from their home base including Saturday and Sunday, a subsistence allowance of \$120.00 will be charged.
- 5 Sales tax or Gross Receipts taxes, if applicable, shall be charged in addition to the above rates.
- 6 Third party services and/or materials provided shall be charged at cost plus ten percent (10%).
- 7 Equipment rates are inclusive of maintenance, repair, fuel, oil, lube, taxes, insurance, depreciation, license fees, overhead and profit. Equipment rates are on a straight time basis.
- 8 A minimum charge for all equipment assigned shall be three (3) hours.
- 9 Vehicles used as workstations shall be charged the same hours as that incurred by the crews.
- 10 Any equipment required, not listed on our rate schedule, will be negotiated and added prior to being put into operation.
- 11 All hauling, trucking permits, or third party charges shall be charged at cost plus ten (10%).
- 12 In the case of significant increases in labor, equipment, or fuel costs Shanco reserves the right to openly discuss adjusting the rate sheet in order to recover these costs.
- 13 In the case of weather related shut-downs, all employees and equipment will receive three (3) hours for the day.
- 14 If any work is performed on the reservation the Tier 1 fee will be charged separately.

BID

Bid for reclamation 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, RECLAMATION SPECIFICATIONS, RECLAMATION 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 price of
(Gross) \$433,850.00 - (Salvage Value) N/A
+ (Potential extras estimate) upon site inspection
= (Total bid amount) \$433,850.00 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 Reclamation 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 30th day of NOVEMBER 2022.

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC

Name of Bidder

[Signature]

Signature

BADLANDS EXCAVATING
PO BOX 3386
MINOT, ND 58702

Business Address

(701) 838-7549

Business Telephone Number

chris@badlands-exoil.com

dave@badlands-exoil.com

Email

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 46004

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **BADLANDS EXCAVATING & OILFIELD SERVICE, LLC** whose address is in MINOT, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

BADLANDS EXCAVATING & OILFIELD SERVICE, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 27, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota SECRETARY OF STATE



Certificate of Good Standing of BADLANDS EXCAVATING & OILFIELD SERVICE, LLC

SOS Control ID#: 0002175569

Certificate #: 022664730-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

BADLANDS EXCAVATING & OILFIELD SERVICE, LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective September 14, 2012. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 29, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	Bid Package 3
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Various Sites
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with state official to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill and if not Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by run tickets and quantities less than estimate will be discounted accordingly.*

See lump sum bid

14797-Rice-State 2H	\$30,300.00
15510-Ashiem 1	\$26,950.00
16067-Rice 7	\$26,650.00
17736-Heller 6-31	\$50,250.00
18452-Glessing 7-16	\$28,050.00
19027-Erickson ET AL 1B	\$23,950.00
19028-Erickson ET AL 3B	\$23,950.00
19143-Erickson ET AL 2B	\$25,350.00
19236-Ashiem 2	\$22,750.00
19315-Rice 11	\$17,000.00
20775-Riise 12	\$40,150.00
20776-Rice 13	\$50,750.00
20963-Riise 4x	\$21,750.00
17788-Rice State 3H	\$21,250.00
219027-01-Erickson CTB	\$24,750.00

Total **\$433,850.00**

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	14799-Rice State 2H
			Rice State 2H
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	150 Tons	\$15.00/Ton	\$2,250.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	365 Tons	\$20.00/ton	\$7,300.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$30,300.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	15510-Ashiem 1
			Ashiem 1
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
<i>Terracon (Site inspection, Drone shots before, during and after)</i>			\$6,500.00
<i>*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)</i>		\$270.00/Hr.	
<i>Strip and remove gravel (Assumed 4" Depth)</i>	100 Tons	\$15.00/Ton	\$1,500.00
<i>Shape site to natural terrain, remove road, and rip ground</i>			\$12,500.00
<i>Purchase, import and place topsoil (Unit Price)</i>	2350 Tons	\$20.00/ton	\$4,700.00
<i>John Deere 4560/Disk/Seeder</i>	4	\$125.00	\$500.00
<i>*Flushing lines, removal and disposal if necessary</i>			
<i>Produced water</i>		\$2.25/Bl.	
<i>Oil (Disposed of at Secure)</i>		\$47.25/Bl.	
<i>Trucking</i>		\$180.00	
<i>Removal of contaminated soil if necessary</i>			
<i>*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND</i>		\$28.35/ton	
<i>*Trucking</i>		\$180.00/hr.	
<i>*Mobilization and permit for Komatsu PC290 if required</i>		\$750.00	
<i>*Komatsu PC290 Hydraulic Excavator if needed</i>		\$230.00/hr.	
<i>*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary</i>			
<i>*Mobilization and permit for Komatsu PC240 if required</i>		\$500.00	
<i>*Komatsu PC240 Hydraulic Excavator if needed</i>		\$6.25/ft.	
Total			\$26,950.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	16067-Rice 7
		JOB PHONE	Rice 7
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	220 Tons	\$20.00/ton	\$4,400.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25 Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$26,650.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	17736-Heller 6-31
			Heller 6-31
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	300 Tons	\$15.00/Ton	\$4,500.00
Shape site to natural terrain, remove road, and rip ground			\$20,000.00
Purchase, import and place topsoil (Unit Price)	875 Tons	\$20.00/ton	\$17,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25 Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	

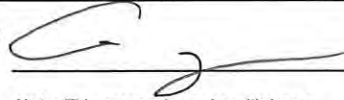
Total **\$50,250.00**

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	18452-Glessing 7-16
			Glessing 7-16
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**


	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	290 Tons	\$20.00/ton	\$5,800.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25 Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$28,050.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	19027-Erickson ET AL 1B
		JOB PHONE	Erickson ET AL 1B
			(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$7,000.00
Purchase, import and place topsoil (Unit Price)	285 Tons	\$20.00/ton	\$5,700.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25 Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$23,950.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	19028-Erickson ET AL 3B
			Erickson ET AL 3B
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
<i>Terracon (Site inspection, Drone shots before, during and after)</i>			\$6,500.00
<i>*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)</i>		\$270.00/Hr.	
<i>Strip and remove gravel (Assumed 4" Depth)</i>	200 Tons	\$15.00/Ton	\$3,000.00
<i>Shape site to natural terrain, remove road, and rip ground</i>			\$7,000.00
<i>Purchase, import and place topsoil (Unit Price)</i>	285 Tons	\$20.00/ton	\$5,700.00
<i>John Deere 4560/Disk/Seeder</i>	4	\$125.00	\$500.00
<i>*Flushing lines, removal and disposal if necessary</i>			
<i>Produced water</i>		\$2.25/Bl.	
<i>Oil (Disposed of at Secure)</i>		\$47.25/Bl.	
<i>Trucking</i>		\$180.00	
<i>Removal of contaminated soil if necessary</i>			
<i>*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND</i>		\$28.35/ton	
<i>*Trucking</i>		\$180.00/hr.	
<i>*Mobilization and permit for Komatsu PC290 if required</i>		\$750.00	
<i>*Komatsu PC290 Hydraulic Excavator if needed</i>		\$230.00/hr.	
<i>*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary</i>			
<i>*Mobilization and permit for Komatsu PC240 if required</i>		\$500.00	
<i>*Komatsu PC240 Hydraulic Excavator if needed</i>		\$6.25/ft.	
Total			\$23,950.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	19143-Erickson ET AL 2B
			Erickson ET AL 2B
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$6,000.00
Purchase, import and place topsoil (Unit Price)	480 Tons	\$20.00/ton	\$9,600.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25 Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$25,350.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	19236-Ashiem 2
			Ashiem 2
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	80 Tons	\$15.00/Ton	\$1,200.00
Shape site to natural terrain, remove road, and rip ground			\$10,000.00
Purchase, import and place topsoil (Unit Price)	165 Tons	\$20.00/ton	\$3,300.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$22,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	19315-Rice 11
			Rice 11
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
<i>Terracon (Site inspection, Drone shots before, during and after)</i>			\$6,500.00
<i>*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)</i>		\$270.00/Hr.	
<i>Strip and remove gravel (Assumed 4" Depth)</i>	50 Tons	\$15.00/Ton	\$750.00
<i>Shape site to natural terrain, remove road, and rip ground</i>			\$5,000.00
<i>Purchase, import and place topsoil (Unit Price)</i>	150 Tons	\$20.00/ton	\$3,000.00
<i>John Deere 4560/Disk/Seeder</i>	4	\$125.00	\$500.00
<i>*Flushing lines, removal and disposal if necessary</i>			
<i>Produced water</i>		\$2.25/Bl.	
<i>Oil (Disposed of at Secure)</i>		\$47.25/Bl.	
<i>Trucking</i>		\$180.00	
<i>Removal of contaminated soil if necessary</i>			
<i>*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND</i>		\$28.35/ton	
<i>*Trucking</i>		\$180.00/hr.	
<i>*Mobilization and permit for Komatsu PC290 if required</i>		\$750.00	
<i>*Komatsu PC290 Hydraulic Excavator if needed</i>		\$230.00/hr.	
<i>*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary</i>			
<i>*Mobilization and permit for Komatsu PC240 if required</i>		\$500.00	
<i>*Komatsu PC240 Hydraulic Excavator if needed</i>		\$6.25/ft.	

Total **\$17,000.00**

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	20775-Riise 12
			Riise 12
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

*Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site Inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	300 Tons	\$15.00/Ton	\$4,500.00
Shape site to natural terrain, remove road, and rip ground			\$16,500.00
Purchase, import and place topsoil (Unit Price)	545 Tons	\$20.00/ton	\$10,900.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$40,150.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	20776-Rice 13
			Rice 13
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	300 Tons	\$15.00/Ton	\$4,500.00
Shape site to natural terrain, remove road, and rip ground			\$22,500.00
Purchase, import and place topsoil (Unit Price)	775 Tons	\$20.00/ton	\$15,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$50,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	20963-Riise 4X
			Riise 4X
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

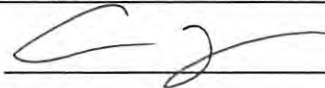
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site Inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$8,000.00
Purchase, import and place topsoil (Unit Price)	200 Tons	\$20.00/ton	\$4,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$21,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	17788-Rice State 3H
			Rice State 3H
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
<i>Terracon (Site inspection, Drone shots before, during and after)</i>			\$6,500.00
<i>*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)</i>		\$270.00/Hr.	
<i>Strip and remove gravel (Assumed 4" Depth)</i>	100 Tons	\$15.00/Ton	\$1,500.00
<i>Shape site to natural terrain, remove road, and rip ground</i>			\$6,500.00
<i>Purchase, import and place topsoil (Unit Price)</i>	250 Tons	\$20.00/ton	\$5,000.00
<i>John Deere 4560/Disk/Seeder</i>	4	\$125.00	\$500.00
<i>*Flushing lines, removal and disposal if necessary</i>			
<i>Produced water</i>		\$2.25/Bl.	
<i>Oil (Disposed of at Secure)</i>		\$47.25/Bl.	
<i>Trucking</i>		\$180.00	
<i>Removal of contaminated soil if necessary</i>			
<i>*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND</i>		\$28.35/ton	
<i>*Trucking</i>		\$180.00/hr.	
<i>*Mobilization and permit for Komatsu PC290 if required</i>		\$750.00	
<i>*Komatsu PC290 Hydraulic Excavator if needed</i>		\$230.00/hr.	
<i>*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary</i>			
<i>*Mobilization and permit for Komatsu PC240 if required</i>		\$500.00	
<i>*Komatsu PC240 Hydraulic Excavator if needed</i>		\$6.25/ft.	

Total **\$21,250.00**

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	219027-01-Erickson CTB
			Erickson CTB
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
<i>Terracon (Site inspection, Drone shots before, during and after)</i>			\$6,500.00
<i>*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)</i>		\$270.00/Hr.	
<i>Strip and remove gravel (Assumed 4" Depth)</i>	100 Tons	\$15.00/Ton	\$1,500.00
<i>Shape site to natural terrain, remove road, and rip ground</i>			\$6,000.00
<i>Purchase, import and place topsoil (Unit Price)</i>	450 Tons	\$20.00/ton	\$9,000.00
<i>John Deere 4560/Disk/Seeder</i>	4	\$125.00	\$500.00
<i>*Flushing lines, removal and disposal if necessary</i>			
<i>Produced water</i>		\$2.25/Bl.	
<i>Oil (Disposed of at Secure)</i>		\$47.25/Bl.	
<i>Trucking</i>		\$180.00	
<i>Removal of contaminated soil if necessary</i>			
<i>*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND</i>		\$28.35/ton	
<i>*Trucking</i>		\$180.00/hr.	
<i>*Mobilization and permit for Komatsu PC290 if required</i>		\$750.00	
<i>*Komatsu PC290 Hydraulic Excavator if needed</i>		\$230.00/hr.	
<i>*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary</i>			
<i>*Mobilization and permit for Komatsu PC240 if required</i>		\$500.00	
<i>*Komatsu PC240 Hydraulic Excavator if needed</i>		\$6.25/ft.	
Total			\$24,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BID Package 3

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of
(Gross) 708,810.41 - (Salvage Value) 0.00
+ (Potential extras estimate) 144,000.00
= (Total bid amount) 852,810.41 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 Reclamation 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 30 day of November 2022.

Farden Construction, Inc
Name of Bidder

[Signature]
Signature

9035 Co Rd 17B, Maxbass, ND
Business Address

701-268-3127
Business Telephone Number

FardenConstruction@SRT.com
Email

ATTACHMENT B
Package 3 wells

Bid Items

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long	Bid Cost	Equipment Salvage Value	Contaminated Material Disposed (TN)	Unit Price	Potential Extras Estimate	Net Total
14797	RICE-STATE 2H	AB	BOTTINEAU	35-162-79	SENW	Renville	48.7761075	-101.3155634	\$ 57,632.63	\$ -	800	\$ 80.00	\$ 64,000.00	\$ 121,632.63
15510	ASHEIM 1	AB	BOTTINEAU	35-162-79	SESE	Renville	48.77621326	-101.3348547	\$ 27,858.26	\$ -			\$ -	\$ 27,858.26
16067	RICE 7	AB	BOTTINEAU	35-162-79	NWNW	Renville	48.77263884	-101.3245431	\$ 37,879.55	\$ -			\$ -	\$ 37,879.55
17736	HELLER 6-31	AB	BOTTINEAU	1-161-79	SWNW	Renville	48.81600756	-101.3579419	\$ 62,823.14	\$ -			\$ -	\$ 62,823.14
18452	GLESSING 7-16	AB	BOTTINEAU	35-162-79	NENW	Renville	48.77916254	-101.3459956	\$ 40,580.35	\$ -			\$ -	\$ 40,580.35
19027	ERICKSON ET AL 1B	AB	BOTTINEAU	6-160-82	NESW	Renville	48.82155199	-101.3538187	\$ 45,333.43	\$ -			\$ -	\$ 45,333.43
19028	ERICKSON ET AL 3B	AB	BOTTINEAU	6-160-82	NWSW	Renville	48.82155536	-101.3527803	\$ 41,771.04	\$ -			\$ -	\$ 41,771.04
19143	ERICKSON ET AL 2B	AB	BOTTINEAU	6-160-82	NWNE	Renville	48.82155368	-101.3532995	\$ 43,424.01	\$ -			\$ -	\$ 43,424.01
19236	ASHEIM 2	AB	BOTTINEAU	22-162-79	SENE	Renville	48.77657243	-101.3332988	\$ 27,684.01	\$ -			\$ -	\$ 27,684.01
19315	RICE 11	AB	BOTTINEAU	3-162-79	SENE	Renville	48.77849576	-101.3209506	\$ 26,164.20	\$ -			\$ -	\$ 26,164.20
20775	RIISE 12	AB	BOTTINEAU	3-162-79	NESE	Renville	48.77216773	-101.3288557	\$ 61,293.63	\$ -			\$ -	\$ 61,293.63
20776	RICE 13	AB	BOTTINEAU	2-162-79	SWSW	Renville	48.78289927	-101.3138145	\$ 63,321.66	\$ -			\$ -	\$ 63,321.66
20963	RIISE 4X	AB	BOTTINEAU	8-160-78	NENW	Renville	48.77132639	-101.3203541	\$ 29,886.29	\$ -			\$ -	\$ 29,886.29
17788	RICE STATE 3H	PA	BOTTINEAU	16-161-82	NWNW	Renville	48.77426900	-101.3211020	\$ 39,909.03	\$ -			\$ -	\$ 39,909.03
219027-01	Erickson CTB	AB	BOTTINEAU	30-162-82	SWSE	Renville	48.82220000	-101.3518000	\$ 65,749.17	\$ -	1000	\$ 80.00	\$ 80,000.00	\$ 145,749.17
	16 mi pipeline - 3 miles CTB to SWD								\$ 37,500.00	\$ -			\$ -	\$ 37,500.00
									\$ 708,810.41	\$ -			\$ 144,000.00	\$ 852,810.41
									Total Cost	Salvage Total			Extra Estimate Total	Net Total Cost

ATTACHMENT B

Package 3 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
14797	RICE-STATE 2H	AB	BOTTINEA U	35-162-79	SENW	Renville	48.7761075	-101.3155634
15510	ASHEIM 1	AB	BOTTINEA U	35-162-79	SESE	Renville	48.77621326	-101.3348547
16067	RICE 7	AB	BOTTINEA U	35-162-79	NWNW	Renville	48.77263884	-101.3245431
17736	HELLER 6-31	AB	BOTTINEA U	1-161-79	SWNW	Renville	48.81600756	-101.3579419
18452	GLESSING 7-16	AB	BOTTINEA U	35-162-79	NENW	Renville	48.77916254	-101.3459956
19027	ERICKSON ET AL 1B	AB	BOTTINEA U	6-160-82	NESW	Renville	48.82155199	-101.3538187
19028	ERICKSON ET AL 3B	AB	BOTTINEA U	6-160-82	NWSW	Renville	48.82155536	-101.3527803
19143	ERICKSON ET AL 2B	AB	BOTTINEA U	6-160-82	NWNE	Renville	48.82155368	-101.3532995
19236	ASHEIM 2	AB	BOTTINEA U	22-162-79	SENE	Renville	48.77657243	-101.3332988
19315	RICE 11	AB	BOTTINEA U	3-162-79	SENE	Renville	48.77849576	-101.3209506
20775	RIISE 12	AB	BOTTINEA U	3-162-79	NESE	Renville	48.77216773	-101.3288557
20776	RICE 13	AB	BOTTINEA U	2-162-79	SWSW	Renville	48.78289927	-101.3138145
20963	RIISE 4X	AB	BOTTINEA U	8-160-78	NENW	Renville	48.77132639	-101.3203541
17788	RICE STATE 3H	PA	BOTTINEA U	16-161-82	NWNW	Renville	48.774269	-101.321102
21902 7-01	Erickson CTB	AB	BOTTINEA U	30-162-82	SWSE	Renville	48.8222	-101.3518

Note: There are around 16 miles of pipelines in the Renville Field that will need to be capped and flushed. There is also around 3 miles of line from Erickson CTB to the Cramer 1 SWD.



9035 County Road 17B
Maxbass, North Dakota 58760

Phone: 701-268-3127
Fax: 701-268-3282
E-mail: fardenconstruction@srt.com

11/29/2022

Bid of: Farden Construction, Inc.
N.D. Contractor's License No: 30144-Class A
Date License was Issued or Renewed: January 24, 2022
ATTN: Mr. Cody VanderBusch

SEALED BID DO NOT OPEN
NDIC Oil & Gas Division
1016 E Calgary Ave
Bismarck ND 58503-5512

RE: Reclaim Package 3 Addition to Bid

Dear Sirs:

NDIC Oil and Gas Division Reclaim Package 3, Instructions to Bidders, Item 4 "Examination of Site", only allows bidders a visual inspection of the locations. Without being able to conduct excavation and/or testing prior to bidding, we are unable to determine the presence, extent, or volume of potential contamination at the proposed locations. We have only provided an estimated quantity based on assumptions and would expect the quantities to change. If awarded, sites will be tested by a third party testing company to assure specifications are met; initial testing will be included in the original bid item.

We appreciate the opportunity to bid on this project.

Sincerely,

Steve Farden,
President

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 30144

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **FARDEN CONSTRUCTION, INC.** whose address is in MAXBASS, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

FARDEN CONSTRUCTION, INC. is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 24, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
 RYAN RAUSCHENBERGER, COMMISSIONER

October 29, 2021

Ref: L1302106240
 Acct: 0408601-CCT-005

FARDEN CONSTRUCTION INC
 9035 COUNTY ROAD 17B
 MAXBASS ND 58760-9736

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, *make a copy for your records*, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date





October 31, 2022

Ref: L0795621504
Acct: 0408601-CCT-005

FARDEN CONSTRUCTION INC
9035 COUNTY ROAD 17B
MAXBASS ND 58760-9736

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2023.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

Date Operations Ceased
In North Dakota

Signature

Date

END

December 1, 2022 - 3 PM
NDIC Oil and Gas Division Office
1016 E. Calgary, Bismarck ND 58503

Reclamation Package 4 Bid Opening

Contractor	Bid Amount	SOS Contractor date
1. Neset	\$ 652,492	
2. Earth Sys.	\$ 213,554.40	
3. 3 Forks Serv.	\$ 1,262,064	
4. Teraflex	\$ 539,624	
5. Northwind	\$ 1,378,121.29	
6. Badlands ^{ER} Rad. Pros.	\$ 1,123,984.48	
7. Mid west	\$ 643,086.04	
8. Shanco	\$ 1,204,662	
9. Badlands Ex.	\$ 436,990	
10. Farden	\$ 969,571.03	
11.		
12.		
13.		

CU ER

BID

PACKAGE # 4

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 213,554.40 - (Salvage Value) 0
+ (Potential extras estimate) 0
= (Total bid amount) 213,554.40 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 Reclamation 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 1 day of December 2022.

Christopher Neubauer
Name of Bidder


Signature

4501 Coleman St. Ste. 103 Bismarck, ND 58503
Business Address

(701) 751-4868
Business Telephone Number

cneubauer@earthsys.net
Email

ATTACHMENT B

Package 4 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
13884	RICE TRUST 1	AB	BOTTINEA U	8-161-82	NWSE	Renville	48.7834653	-101.3305472
14729	RICE ET AL 1H	AB	BOTTINEA U	8-161-82	NESE	Renville	48.78327974	-101.3226125
15002	Cramer 1	AB	BOTTINEA U	8-161-82	SENW	Renville	48.7864792	-101.3352116
15179	RICE 4	AB	BOTTINEA U	8-161-82	SWSE	Renville	48.77945263	-101.3305581
15180	RICE 3	AB	BOTTINEA U	8-161-82	SWNE	Renville	48.78612498	-101.3308346
15245	RICE 5	AB	BOTTINEA U	8-161-82	NESE	Renville	48.78139419	-101.3270107
15246	GLESSING 1	AB	BOTTINEA U	8-161-82	NESW	Renville	48.78355542	-101.3352176
15360	GLESSING 2	AB	BOTTINEA U	8-161-82	SESW	Renville	48.77944645	-101.3354302
15591	GLESSING 3	AB	BOTTINEA U	8-161-82	SWSW	Renville	48.77951749	-101.3400449
16082	RICE 8	AB	BOTTINEA U	8-161-82	SESE	Renville	48.78008426	-101.3238977
17839	CRAMER 3	AB	BOTTINEA U	8-161-82	NENW	Renville	48.78938933	-101.3347242
18558	CRAMER 4	AB	BOTTINEA U	8-161-82	SWNW	Renville	48.78572105	-101.3418509
19314	RICE 10	AB	BOTTINEA U	8-161-82	SWSE	Renville	48.77819176	-101.3320931
90090	CRAMER 1 SWD	AB	BOTTINEA U	8-161-82	SENW	Renville	48.78514973	-101.3331522
408574-01	Rice-Glessing UTB	AB	BOTTINEA U	8-161-82	NWSE	Renville	48.7855	-101.3297
408575-01	Rice-Ashiem UTB	AB	BOTTINEA U	9-161-82	SWSW	Renville	48.7802	-101.3204

Note: There are around 16 miles of pipelines in the Renville field that will need to be capped and flushed. There is also around 3 miles of line from Erickson CTB to the Cramer 1 SWD.

Per site cost = \$13,347.15

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000044631

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Earth Systems Response & Restoration, LLC** whose address is in JACKSONVILLE BEACH, FL, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Earth Systems Response & Restoration, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 23, 2021

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

Earth Systems Response & Restoration, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000044631



4501 Coleman St.
 Suite 103
 Bismarck, North Dakota 58503

Earth Systems- Bakken 2022 Rate Schedule	
Bulk Earth Materials	\$/Cubic Yard
Topsoil *	\$25
Subsoil (Clay)*	\$9
Labor, Vehicle, and Subcontractor Markup	\$/hr. unless noted otherwise
Senior II- (Geologist/Engineer/Scientist/ Project Manager)	\$160
Senior I- (Geologist/Engineer/Scientist/ Project Manager)	\$150
Geophysicist	\$160
UAS Drone Pilot	\$160
Project Manager	\$135
Staff Engineer/Scientist	\$130
Associate Engineer/Scientist	\$125
Foreman	\$100
Administrative Support	\$75
Operator	\$75
Laborer	\$70
Per Diem Overnight-Project Specific (Over Night)	\$185
Per Diem Day-Project Specific (Day)	\$50
1-Ton Work Truck With Tools (per hour)	\$35
3/4 Ton Work Truck With Tools (per hour)	\$30
1/2 Ton Work Truck (per hour)	\$25
1-Ton Work Truck (per day)	\$285
3/4 Ton Work Truck (per day)	\$245
1/2 Ton Work Truck (per day)	\$205
Materials and Subcontractor Markup	10%
Machinery & Equipment	\$/hr. unless noted otherwise
Skid Steer (with Operator)	\$150
Skid Steer + Attachments (with Operator)	\$180
Mini-Excavator (with Operator)	\$160
Backhoe (with Operator)	\$175
Backhoe + Attachments (with Operator)	\$200
Loader 1.7-4.25CY (with Operator)	\$180
Loader 4.5-6.5CY (with Operator)	\$215
Excavator-Small Size 75-125 hp (with Operator)	\$185
Excavator- Mid Size 125-275 hp (with Operator)	\$200
Excavator- Large Size 275-550 hp (with Operator)	\$225
Bulldozer Small-Size 75-125 hp (with Operator)	\$185
Bulldozer Medium-Size 150-250 hp (with Operator)	\$225
Bulldozer Large-Size >250 hp (with Operator)	\$275
Belly Scraper 627k (with Operator)	\$290
Motor Grader 14m (with Operator)	\$190
Hydrovac Trailer HX30 (with Operator)	\$250
Hydrovac Trailer HX50 (with Operator)	\$275
Hydrovac Full Size-45 BBL (with Operator)	\$315
Tractor (with Operator)	\$150
Tractor with disc attachment (with Operator)	\$170
Straw/blanketing, crimping per acre	\$750
Manlift 45' (with Operator)	\$120
Manlift 60' (with Operator)	\$140
Telehandler 6k	\$130
Telehandler 8k	\$140
Utility Trailer / Dump Trailer / Tilt Deck Trailer	\$40
Gooseneck Trailer 25 feet	\$50
Gooseneck Trailer >25 feet	\$60
End Dump Truck (with driver)	\$115
Side Dump Truck (with driver)	\$155
Heavy Haul Low Boy + Truck (with driver)	\$195
Generator <15kW (per day)	\$175
Poly Fuse Machine (412)	\$175
Light Plant (per day)	\$175
2-Inch Trash Pump (per day)	\$200
3-Inch Trash Pump (per day)	\$300



4501 Coleman St.
 Suite 103
 Bismarck, North Dakota 58503

Environmental Equipment	
<u>Water & Soil Sampling</u>	\$/Day, unless noted otherwise
Groundwater Monitoring Well Sampling Kit (submersible/peristaltic pump, tubing, water level meter)	\$175
Water Sampling Kit (Bottle ware, Coolers, Ice, Decontamination Supplies, Shipping)	\$160
Soil Sampling Kit (Bottle ware, Coolers, Ice, Decontamination Supplies, Shipping)	\$160
<u>Air/Soil/Water/Gas Field Screening</u>	
PID	\$110
EC Meter + Chloride Strips	\$70
YSI	\$125
TENORM Meter	\$125
Air Sampling Equipment (4-Gas Monitor)	\$50
Hanby TPH-Water Test Kit (per day)	\$125
Hanby TPH-Water Test Reagent (per sample)	\$45
Petro-Flag TPH Soil Analyzer (per day)	\$125
Petro-Flag TPH Soil Test Reagent (per sample)	\$45
<u>UAS Drone Imaging</u>	
Quadcopter with Standard Camera (Photos)	\$275
Quadcopter with Multi-Spectral Sensor (Mapping & Analysis)	\$750
<u>Geophysical Surveys (Electromagnetic)</u>	
EM31 with Mesa 2 Tablet and Geode Sub-Meter GPS	\$1,150

Notes

- All labor time is billed port to port. Equipment is billed on a hourly use basis.
- Equipment Fuel and Earth Materials* (Topsoil and Clay) rates are based on current market value as of 12/1/2022. Equipment, Fuel, and Earth materials will be billed at the market value during the time the work is conducted, plus markup.
- Heavy haul and oversized road permits will be billed at cost plus markup.



3 Forks Services

Reclamation Package 4

ATTACHMENT B

Package 4 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
13884	RICE TRUST 1	AB	BOTTINEA U	8-161-82	NWSE	Renville	48.7834653	-101.3305472
14729	RICE ET AL 1H	AB	BOTTINEA U	8-161-82	NESE	Renville	48.78327974	-101.3226125
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15246	GLESSING 1	AB	BOTTINEA U	8-161-82	NESW	Renville	48.78355542	-101.3352176
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16082	RICE 8	AB	BOTTINEA U	8-161-82	SESE	Renville	48.78008426	-101.3238977
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408574-01	Rice-Glessing UTB	AB	BOTTINEA U	8-161-82	NWSE	Renville	48.7855	-101.3297
408575-01	Rice-Ashiem UTB	AB	BOTTINEA U	9-161-82	SWSW	Renville	48.7802	-101.3204

Note: There are around 16 miles of pipelines in the Renville field that will need to be capped and flushed. There is also around 3 miles of line from Erickson CTB to the Cramer 1 SWD.

WELL RECLAMATION 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 Reclamation 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 **April 1, 2024** and all invoices must be received by **May 30, 2024**. 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 One hundred fifty thousand Dollars (\$ 150,000 .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 Reclamation Specifications attached hereto as Exhibit A, COMMISSION may modify the Reclamation Specifications to ensure the well site is properly reclaimed by CONTRACTOR. If such modifications (per potential extras estimate) 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, Reclamation 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

_____ 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: 242375720 01
CONTRACTOR's federal employer ID number is: 27-2375720

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.

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:

**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.

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.

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

By: _____
Title: _____
DATE: _____

CONTRACTOR

By: Joely Smith
Title: Supervisor
DATE: 12/1/22

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000044610

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **3 FORKS SERVICES** whose address is in WILLISTON, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

3 FORKS SERVICES is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 22, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

3 FORKS SERVICES

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2023 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 000044610



November 30, 2022

Cody VanderBusch

Teraflex Group, LLC makes the following assumptions and qualifications concerning this proposal.

1. TNORM disposal or testing is excluded from this proposal.
2. Disposal of anodes from treaters is excluded if TNORMS are present.
3. Disposal of all liquids from tanks and flow line cleaning and flushing is included. Contaminated soil will be removed on a per hour basis and disposal is at \$ 38.50 / Ton and trucking at \$ 128.00 per hour
4. We assumed all existing wells will be capped and pump jacks disconnected.
5. We included all Hydrovac work in our proposal.
6. Teraflex Group, LLC is a full-service civil contractor with over 10 years of experience in the oil and gas industry. Our services include complete site builds, facility construction, maintenance, roustabout services, complete site demolition both surface and underground. We have done numerous spill cleanups and work closely with a few insurance carriers and operators in our area. We also have excellent relationships disposal facilities in our immediate area. We have a work force of 70 hands and over 100 pieces of equipment in our fleet.

General Contractors-Excavation-Grading-Heavy Hwy-Public Utilities-Oil & Gas

North Carolina Office
52 Walnut St, Suite 7
Waynesville NC 28786

ND – Corporate Office
1015 58th Street West | PO Box 10482
Williston ND 58803
Ph: 701.774.9816 | Fax: 701.774.9817

Utah Office
244 Paxton Ave
Salt Lake City, UT 84101

BID

Bid for reclamation 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, RECLAMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 539,824.00 - (Salvage Value) 200.00
+ (Potential extras estimate) 0
= (Total bid amount) 539,624.00 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 Reclamation 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 1 day of December 2022.

Teraflex Group LLC
Name of Bidder

Zachary Cabe Brown
Signature

PO Box 10482 Williston ND 58803
Business Address

761-774-9816
Business Telephone Number

ABC@Teraflexgroup.com
Email



PACKAGE 4 - SITES	TOTAL
Glessing 1	\$ 23,595.00
Glessing 2	\$ 24,495.00
Glessing 3	\$ 23,995.00
Gramer 3	\$ 23,995.00
Rice 4	\$ 23,995.00
Rice 3	\$ 23,595.00
Rice 5	\$ 23,595.00
Rice 8	\$ 24,495.00
Rice 10	\$ 23,595.00
Rice Asheim UTB	\$ 69,839.00
Cramer 1	\$ 21,695.00
Rice ET AL 1 H	\$ 23,595.00
Rice SWD 1	\$ 66,839.00
Rice Trust 1	\$ 72,839.00
Rice-Glessing UTB	\$ 26,495.00
Cramer 1 SWD	\$ 43,167.00
TOTAL PACKAGE 4	\$ 539,824.00

ATTACHMENT B

Package 4 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
13884	RICE TRUST 1	AB	BOTTINEA U	8-161-82	NWSE	Renville	48.7834653	-101.3305472
14729	RICE ET AL 1H	AB	BOTTINEA U	8-161-82	NESE	Renville	48.78327974	-101.3226125
15002	Cramer 1	AB	BOTTINEA U	8-161-82	SENW	Renville	48.7864792	-101.3352116
15179	RICE 4	AB	BOTTINEA U	8-161-82	SWSE	Renville	48.77945263	-101.3305581
15180	RICE 3	AB	BOTTINEA U	8-161-82	SWNE	Renville	48.78612498	-101.3308346
15245	RICE 5	AB	BOTTINEA U	8-161-82	NESE	Renville	48.78139419	-101.3270107
15246	GLESSING 1	AB	BOTTINEA U	8-161-82	NESW	Renville	48.78355542	-101.3352176
15360	GLESSING 2	AB	BOTTINEA U	8-161-82	SESW	Renville	48.77944645	-101.3354302
15591	GLESSING 3	AB	BOTTINEA U	8-161-82	SWSW	Renville	48.77951749	-101.3400449
16082	RICE 8	AB	BOTTINEA U	8-161-82	SESE	Renville	48.78008426	-101.3238977
17839	CRAMER 3	AB	BOTTINEA U	8-161-82	NENW	Renville	48.78938933	-101.3347242
18558	CRAMER 4	AB	BOTTINEA U	8-161-82	SWNW	Renville	48.78572105	-101.3418509
19314	RICE 10	AB	BOTTINEA U	8-161-82	SWSE	Renville	48.77819176	-101.3320931
90090	CRAMER 1 SWD	AB	BOTTINEA U	8-161-82	SENW	Renville	48.78514973	-101.3331522
408574-01	Rice-Glessing UTB	AB	BOTTINEA U	8-161-82	NWSE	Renville	48.7855	-101.3297
408575-01	Rice-Ashiem UTB	AB	BOTTINEA U	9-161-82	SWSW	Renville	48.7802	-101.3204

Note: There are around 16 miles of pipelines in the Renville field that will need to be capped and flushed. There is also around 3 miles of line from Erickson CTB to the Cramer 1 SWD.

State of North Dakota SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 54732

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **TERAFLEX GROUP, LLC** whose address is in WILLISTON, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

TERAFLEX GROUP, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 23, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

TERAFLEX GROUP, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 54732



North Dakota Office
1015 58th Street W
Williston, ND 58801
(701)774-9816
(701)774-9817 fax
Mailing Address:
P O Box 10482
Williston, ND 58803

EQUIPMENT DESCRIPTION		HOURLY RATE
EXCAVATORS		
CAT 305 EXCAVATOR		\$ 68.00
CAT308 EXCAVATOR		\$ 78.00
CAT315 EXCAVATOR		\$ 100.00
CAT320 EXCAVATOR		\$ 104.00
CAT323 EXCAVATOR		\$ 126.50
CAT329 EXCAVATOR		\$ 136.50
CAT335 EXCAVATOR		\$ 142.00
CAT336 EXCAVATOR		\$ 144.50
BACKHOE		
CAT430 RUBBER TIRE BACKHOE		\$ 78.00
ATTACHMENTS - BROOM, FORK, BUCKET		
DOZERS		
CATD5G DOZER		\$ 84.00
CAT D5K2-LPG DOZER		\$ 94.50
JD 700 K DOZER		\$ 116.50
CATD6T DOZER		\$ 133.25
CAT D8K DOZER		\$ 221.00
MOTORGRADER		
CAT140 MOTORGRADER		\$ 118.75
CAT160M MOTORGRADER		\$ 128.75
SKIDSTEER		
CAT279C SKIDSTEER		\$ 76.50
W/ATTACHMENTS - BUSHHOG, BROOM, AUGER		\$ 88.50
OFF-ROAD TRUCK		
VOLVO A25 ARTICULATED TRUCK		\$ 98.00
CAT ARTICULATED DUMP TRUCK		\$ 126.00
COMPACTORS		
CAT563-SOIL COMPACTOR		\$ 82.50
CAT 815 COMPACTOR		\$ 225.00
TRENCH ROLLER (NO OPERATOR)		\$ 40.00
LOADERS		



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Williston, ND 58801
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(701)774-9817 fax
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Williston, ND 58803

EQUIPMENT DESCRIPTION		HOURLY RATE
CAT 938M FRONT END LOADER		\$ 111.50
CAT 930 FRONT END LOADER		\$ 101.50
JD 7230 4 WHEEL DRIVE FARM TRACTOR		\$ 82.50
SCRAPERS		
CAT627 SCRAPER		\$ 390.00
LIGHT PLANTS		
ALLMAND LIGHT-PRO LIGHT TOWER (DAY RATE)		\$ 120.00
MISCELLANEOUS EQUIP		
AIR COMPRESSOR - (DAY RATE)	DAYRATE	\$ 300.00
AIR COMPRESSOR (LARGE) - (DAY RATE)	DAYRATE	\$ 2,500.00
BUSH HOG MOWER - 15' DECK		\$ 38.00
CEMENT PIG (DAY RATE)	DAYRATE	\$ 550.00
COMPACTOR - PLATE TAMP	DAYRATE	\$ 75.00
CONTANT C-915D SNOW BLOWER		\$ 395.00
CUT OFF SAW	DAYRATE	\$ 75.00
FLAMELESS HEATER	DAYRATE	\$ 375.00
GLYCOL GROUND HEATER	DAYRATE	\$ 475.00
HUSQVARNA WEED EATER		\$ 9.00
HYDRO-EXCAVATOR (5-AXLE)		\$ 310.00
HYDROVAC TRAILER & TRUCK		\$ 250.00
JEEP TESTER (DAY RATE)	DAYRATE	\$ 150.00
JOB TRAILER - (DAY RATE)	DAYRATE	\$ 325.00
DUMP TRAILER	DAYRATE	\$ 20.00
MANLIFT	DAYRATE	\$ 450.00
POLY FUSER		\$ 235.00
POSITECTOR TESTER (DAY RATE)		\$ 150.00
PRESSURE WASHER(HOT)-TRAILER MOUNTED	W/O OPER	\$ 50.00
SANDBLASTER (DAY RATE)	DAYRATE	\$ 175.00
SEED DRILL (10FT)	DAYRATE	\$ 125.00
SOIL DISK (12FT)	DAYRATE	\$ 200.00
SNOW BOX	DAYRATE	\$ 75.00
TELEHANDLER (DAY RATE)	DAYRATE	\$ 450.00
THAWING BLANKET (DAY RATE)	DAYRATE	\$ 75.00
THREADING MACHINE		\$ 240.00
WACKER - WATER PUMP		\$ 28.00
WIRTGEN 2500		\$ 400.00
GATE PANELS (SAFETY) DAYRATE	DAYRATE	\$ 3.00



North Dakota Office
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 (701)774-9817 fax
Mailing Address:
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 Williston, ND 58803

EQUIPMENT DESCRIPTION	HOURLY RATE
ON-ROAD TRUCKS	
1/2 TON PICK-UP - SUPERVISOR	\$ 50.00
3/4 TON PICK UP - CREW	\$ 28.50
HOT SHOT TRUCK & TRAILER	\$ 66.00
LOWBOY TK WITH TRAILER W/STINGER	\$ 132.75
ON-ROAD WATER TRUCK 1800 GAL	\$ 55.00
ON-ROAD WATER TRUCK 4000 GAL	\$ 74.00
ROUSTABOUT TRUCK	\$ 55.00
CEMENT SPREADER TRUCK	\$ 133.00
SALT SPREADER TRUCK - TON	\$ 115.00
TK WITH 130BBL VAC TRAILER	\$ 107.00
TK WITH SIDE - BELLY DUMP TRAILER	\$ 107.00
TRI-AXLE END DUMP TRUCK	\$ 75.00
TRI-AXLE END DUMP TRUCK/ TRAILER	\$ 98.00
WELDER TRUCK	\$ 55.00
PERSONNEL	
ADMINISTRATION	\$ 45.00
LABORER	\$ 58.00
TRUCK DRIVER	\$ 63.00
OPERATOR	\$ 63.00
SUPERVISOR	\$ 70.00
WELDER	\$ 85.00
PROJECT MANAGER	\$ 105.00



December 1, 2022

Mr. Cody VanderBusch
NDIC Oil & Gas Division
1016 E. Calgary Ave
Bismark, ND 58503-5512

SUBJECT: Reclamation Package 4

Dear Mr. VanderBusch:

North Wind Site Services, LLC is pleased to present our proposal in response to the subject solicitation for well location reclamation.

North Wind Site Services is an SBA-certified 8(a) small, disadvantaged business specializing in environmental services. We offer the State of North Dakota a low-risk, experienced, and cost-effective contractor with the in-house capabilities to build teams as well as package and deliver full-service projects. North Wind has oil and gas experts on staff who will be assigned to all North Dakota reclamation projects if awarded.

North Wind Site Services understands that orphan well programs throughout the U.S. are complex in all respects, including building access to the well sites; safely and efficiently abandoning downhole scenarios; removing and remediating surface equipment, buried pipelines, and contaminated soils; and reclaiming disturbed areas wherein the land, air, and water are returned to an "untouched" status.

Our expertise in oil and gas site reclamation has been gained on previous projects for the Federal Bureau of Land Management (BLM) in Wyoming and the U.S. Forest Service in Tennessee. In addition, we have successfully completed reclamation projects for the BLM at mine sites in California, Colorado, and Nevada, the U.S. Department of Energy at the Energy Technology Engineering Center in California, the U.S. Army Corps of Engineers at EPA Superfund sites in Ohio and Oregon, and the Coeur D'Alene Trust in Idaho. As described in the attached flyer, North Wind Site Services brings a breadth of experience, not only in reclamation but in a full complement of services for state oil and gas programs.

As the president of North Wind Site Services, I welcome you to contact me regarding this proposal. I may be reached at kkearney@northwindgrp.com or (208) 520-0940.

We thank you for this opportunity to work with the State of North Dakota and look forward to assisting you with your reclamation requirements.

Warm Regards,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Kimberley Kearney, PMP
President, North Wind Site Services, LLC

ORPHAN WELLS

The U.S. Department of Interior defines an Orphan Well as *occurring when an operator fails to properly plug and remediate an oil and gas well, and no responsible party can be identified for cleanup activities.*

Proper plugging of orphan wells is necessary to protect public health and safety and conserve natural resources. The Orphan Well count is growing faster, and will continue to do so, than those wells that are being properly plugged and abandoned.

North Wind Group companies (North Wind) are small business leaders in the environmental, engineering, construction, and technical consulting industries. Our wide-ranging capabilities allow self-performance of nearly all aspects of any given work scope, providing our customers with significant cost savings.



PEOPLE

Our team offers...

- More than 2,000 field supervisors, heavy equipment operators, engineers, scientists, and regulatory and specialists available for deployment and support
- Above industry-average Health & Safety with an EMR 0.76
- \$450 million in bonding capacity backed by \$1 billion balance sheet



BENEFITS

North Wind brings...

- Teaming partners and deployable resources across the U.S., ensuring timely response when needs arise
- Proven and mature corporate infrastructure in place for more than 25 years and implemented on thousands of projects
- North Wind companies are wholly owned subsidiaries of Cook Inlet Region, Inc. (CIRI), an Alaska Native Corporation (ANC). The group of companies include small disadvantaged businesses, 8(a), and HUBZone companies.



SERVICES

- **Environmental**
 - Air Quality Monitoring
 - Surface and Groundwater Monitoring
- **Reclamation/Restoration**
 - Return Sites Back to "Natural" Condition
 - Removal of Pipelines and Old Surface Structures/Equipment
 - Covered Up Old Pits and Reseed
- **Remediation**
 - NORM Removal
- **Engineering**
- **Plug and Abandon (P&A) Subsurface Oil/Gas Wells and Groundwater Monitoring Wells**



BUSINESS LINES

North Wind has six business lines providing experienced and qualified solutions to meet all of your needs.

- Environmental Services
- Engineering Services
- Construction Services
- Facility Operation & Infrastructure Services
- IT/Cyber Enterprise Management Services
- Professional Services



For more information scan the QR code above or go to northwindgrp.com/what-we-do



Grant Smith, *Regional Director*
grant.smith@northwindgrp.com
(713) 519-9229

Kimberley Kearney, PMP
President North Wind Site Services
kkearney@northwindgrp.com | (208) 520-0940

EXAMPLE EXPERIENCE SUMMARY



BIG SOUTH FORK

Bureau of Land Management (BLM) | Fentress County, TN
Well plugging and surface remediation services located at 12 historic well sites within the Big South Fork National River and Recreation Area that included:

- All management, personnel, equipment, engineering, services and materials
- Mobilization and demobilization of personnel, equipment, materials, and supplies.
- Planning and execution of all site restoration and removals, including road repair
- Removal, testing, transporting, and disposing of all hazardous and nonhazardous oilfield waste, equipment, and materials in a manner that complies with all federal, state, and local regulations
- Kept premises free from accumulations of waste materials and debris, continuously evaluating if any materials were hazardous, and then responsible for the removal and proper disposal according to the Department of Environmental Quality
- Notified the site landowners and/or lease holders and the landowners and/or lease holders of any property used for ingress and egress prior to the commencement of work

FUN FACT
The first modern oil well in the U.S. was drilled by Edwin Drake in northwestern Pennsylvania in 1859.

RECLAMATION/REMEDIATION/RESTORATION PROJECTS

- **Energy Technology Engineering Center (ETEC)** | Simi Valley, CA | U.S. Department of Energy (DOE)
- **Luckey Formerly Utilized Sites Remedial Action Program (FUSRAP)** | Luckey, OH | U.S. Army Corps of Engineers (USACE)
- **Rand Mine Reclamation** | Kern County, CA | BLM
- **Frisco Bagley Mine Reclamation** | Bonita Peak, CO | BLM
- **Formosa Mine** | Douglas County, OR | USACE
- **Interstate Callahan Environmental Remediation, East Fork Nine Mile** | Silver Valley, ID | Coeur d'Alene Complex Superfund Site
- **Pine Bird Mine Environmental Remediation** | Cherry Creek, NV | BLM

GROUNDWATER MONITORING PROJECTS

- **Upper Blackfoot Mining Complex Monitoring** | Lincoln, MT | Montana Department of Environmental Quality (DEQ)
- **Technical and Remedial Services** | Coeur d'Alene Basin, ID | Idaho DEQ
- **Perfluorinated Compounds at Eielson Air Force Base and Moose Creek** | Moose Creek, AK | USACE
- **ETEC** | Simi Valley, CA | DOE
- **Atlas 12 Final Remedial Action** | Windsor, CO | USACE
- **Luckey FUSRAP** | Luckey, OH | USACE
- **Gilt Edge Mine Groundwater Investigation** | Lawrence County, SD | USACE
- **Jefferson Proving Grounds Environmental Radiation Monitoring** | IN | USACE

AIR MONITORING PROJECTS

- **ETEC** | Simi Valley, CA | DOE
- **Luckey FUSRAP** | Luckey, OH | USACE
- **Knolls Atomic Environmental Remediation Services Demolition and Removal** | Schenectady, NY | DOE
- **Lawrence Livermore Technical Assistance Contract** | Livermore, CA | DOE
- **Deactivation Project** | Paducah, KY | DOE
- **Container Ship Terminal Expansion Environmental Impact Statement** | Charleston, SC | South Carolina State Ports Authority
- **Air Permitting and Compliance Services** | Pickens/Anderson, SC | OWT Industries (Ryobi)
- **Air Permitting and Compliance Services** | Fletcher, NC | Wilsonart, LLC
- **Air Emissions Inventories, Title V Permit Renewal, and Misc. Air Quality Services** | AK and CO | Air Force Civil Engineering Center

WELL P&A AND DECOMMISSIONING PROJECTS

- **HAZMAT Cleanup** | 12 Western U.S. States | BLM
- **Big South Fork Oil and Gas Well P&A** | Fentress County, TN | BLM
- **Atlas 12 Final Remedial Action** | Windsor, CO | USACE
- **Los Alamos National Laboratory Deep Drilling Program** | New Mexico | DOE
- **ETEC** | Simi Valley, CA | DOE
- **Environmental Remediation of Haines Fuel Terminal** | Haines, AK | USACE



BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$1,378,121.29 - (Salvage Value) See Attachment B
+ (Potential extras estimate) See Attachment A
= (Total bid amount) \$1,378,121.29 dollars (\$).

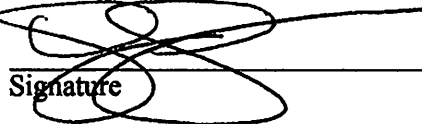
Contractor hereby agrees that it shall comply with all Federal requirements including Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (as noted in **Attachment A** of Bid Notification).

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 Reclamation 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 1st day of December 2022.

North Wind Site Services, LLC

Name of Bidder



Signature

1425 Higham St., Idaho Falls, ID 83402

Business Address

208-520-0940

Business Telephone Number

kkearney@northwindgrp.com

Email

Table of Contents

Table of Contents	1
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Exclusions.....	3
Detailed Cost Estimate by Well.....	4
Attachment A – Potential Extra Costs.....	5
Attachment B – Potential Salvage Values	5

Assumptions

- All wells will be plugged by June 2023 to facilitate mobilization for reclamation to meet required period of performance.
- The State will provide Right of Entry for all locations regardless of ownership.
- Reclamation is to be completed to the standards set forth in the specification and as defined in NDAC 43-02-03-34.1. Landowner expectations beyond the established standard will require resolution assistance and/or additional charge approval.
- Abandoned flowlines intact and functional for flushing and abandonment.
- No GIS deliverables as required by North Dakota Administrative Code 43-02-03-29.1 will be provided documenting pipeline abandonment. Daily activity reports will be used to record a description of pipeline abandonment completed each day including locations of start and end points, type of fluid used, and estimated length.

Inclusions

- Removal of any remaining surface equipment and junk. Tanks, treaters, and electrical controllers are included at an additional cost see Attachment A.
- Surface material stripping.
- North Wind will flush flowlines with fresh water and cut and cap 3' below final contour. Water will be disposed of at an authorized facility, not to exceed 436 BBL. Attachment A includes cost for additional flushing and disposal rates. Flowlines above 3' will be removed and disposed of.
- Flowlines to be flushed to facility onsite (Treater, CTB, etc.) or to the extent of site pad area or lease road under scope for reclaiming.
- North Wind will provide contaminated soil removal down to 4' at prices provided in Attachment A.
- Locations and lease roads will be re-countered to blend in with surrounding topography to restore natural drainage of area.
- Rocks will be buried as needed.
- North Wind will bring in and spread 6" of topsoil at well location and lease road.
- All disturbed areas will be cultivated/ripped to alleviate compaction and prepare for seeding.
- North Wind will perform seeding to the native grass specifications for all areas where applicable.
- North Wind will submit to the commission photos of each location prior to work starting, mid-way through work, and after completing work. In addition, daily activity reports documenting dates, times, and work that was completed each day will be prepared and submitted.

Exclusions

- Exploratory excavation/locating services to find any abandoned or unlocatable flowlines.
- All winterization items are excluded, such as snow removal, frost laws permitting, road restrictions, heaters, extreme condition productivity, etc. If required, cost adders will apply.
- TENORM assessments and disposal.
- Removal and disposal of asbestos insulation.
- Fencing/Erosion Control
- H2S support services will be billed at an additional cost.
- No disposal/salvage is included for vehicles abandoned on locations since a title is required to perform these tasks.
- Removal of any utility services from site. Electric contractor or utility provider to disconnect power at meter and remove any transformers and/or underground electric boxes on location. North Wind will verify all locations have been deenergized prior to beginning work at locations where electrical is present.

Detailed Cost Estimate by Well

Well Location	Bid Amount
Rice Trust 1	\$ 233,293.74
Rice ET AL 1H	\$ 55,275.93
Cramer 1	\$ 79,287.72
Rice 4	\$ 66,203.54
Rice 3	\$ 55,603.07
Rice 5	\$ 54,252.65
Glessing 1	\$ 58,380.16
Glessing 2	\$ 56,683.76
Glessing 3	\$ 64,541.18
Rice 8	\$ 58,626.00
Cramer 3	\$ 68,745.01
Cramer 4	\$ 64,846.77
Rice 10	\$ 57,070.27
Cramer 1 SWD	\$ 74,849.53
Rice-Glessing UTB	\$ 165,230.98
Rice-Ashiem UTB	\$ 165,230.98

Attachment A – Potential Extra Costs

Extra	Cost	Unit
Contaminated Soil Disposal (Includes Hauling)	\$ 274.52	CY
Topsoil	\$ 15.53	CY
Topsoil Hauling	\$ 140.00	Hour
Fresh Water	\$ 6.00	BBL
Contaminated Water Disposal	\$ 35.00	BBL
Hydrovac Truck	\$ 400.00	Hour
Vac Truck	\$ 175.00	Hour

Attachment B – Potential Salvage Values

Due to market volatility, salvage value will be provided at time of salvage less freight and administrative costs.

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000047187

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **North Wind Site Services, LLC** whose address is in KNOXVILLE, TN, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

North Wind Site Services, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: July 15, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

North Wind Site Services, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000047187



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
 BRIAN KROSHUS, COMMISSIONER

November 18, 2022

Ref: L1710635136
 Acct: 5956402-CCT-002

NORTH WIND SITE SERVICES LLC
 1425 HIGHAM ST
 IDAHO FALLS ID 83402-1513

(083) 

North Dakota Contractor’s Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner’s records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor’s Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
 BRIAN KROSHUS, COMMISSIONER

November 18, 2022

Ref: L0368457856
 Acct: 5956402-CCT-002

NORTH WIND SITE SERVICES LLC
 1425 HIGHAM ST
 IDAHO FALLS ID 83402-1513

(083) 

North Dakota Contractor’s Tax Clearance – Expires December 31, 2023.

As of the date of this letter, the North Dakota Office of State Tax Commissioner’s records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor’s Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date

BID

Bid for reclamation 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, RECLAMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 954,122.01 - (Salvage Value) 11,926.27
+ (Potential extras estimate) 181,788.74
= (Total bid amount) 1,123,984.48 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 Reclamation 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 1st day of December 2022.

Radiation Pros, LLC
Name of Bidder


Signature

14 Inverness Dr. E, Suite A-220, Englewood, CO 80112
Business Address

720-771-0200
Business Telephone Number

kurt.rhea@radpros.com
Email

Bid Package 4

Site	Gross	Salvage Value	Potential Extras	Total Bid Amount
RICE TRUST 1	\$57,923.22	-\$944.53	\$20,284.61	\$77,263.30
RICE ET AL 1H	\$53,361.63	-\$944.53	\$22,350.42	\$74,767.52
Cramer 1	\$50,240.42	-\$944.53	\$17,024.95	\$66,320.83
RICE 4	\$64,709.49	\$0.00	\$15,753.31	\$80,462.80
RICE 3	\$54,746.79	\$0.00	\$13,660.42	\$68,407.21
RICE 5	\$65,408.90	-\$690.00	\$5,426.65	\$70,145.55
GLESSING 1	\$77,721.57	-\$1,634.53	\$12,140.96	\$88,228.00
GLESSING 2	\$62,587.52	\$0.00	\$10,518.76	\$73,106.28
GLESSING 3	\$59,390.31	\$0.00	\$9,654.89	\$69,045.20
RICE 8	\$80,922.94	\$0.00	\$13,219.29	\$94,142.22
CRAMER 3	\$91,661.05	-\$944.53	\$15,123.54	\$105,840.05
CRAMER 4	\$43,157.87	\$0.00	\$4,349.04	\$47,506.91
RICE 10	\$45,725.14	-\$944.53	\$4,753.93	\$49,534.53
CRAMER 1 SWD	\$56,804.05	-\$1,634.53	\$7,413.61	\$62,583.12
Rice-Glessing UTB	\$42,546.93	-\$944.53	\$6,997.32	\$48,599.71
Rice-Ashiem UTB	\$47,214.20	-\$2,300.00	\$3,117.06	\$48,031.26
Totals	\$954,122.01	-\$11,926.27	\$181,788.74	\$1,123,984.48

Terms and Conditions

Client is responsible for any incremental costs associated with variations in transportation costs whether related to volume of material/debris transported, travel time to disposals facilities, or fuel surcharges. The volume of waste material and debris required to be disposed of and the backfill material required may also vary, despite our best estimates, creating variances (positive or negative) from this cost estimate. Client acknowledges that inclement weather, road closures, timely access to the sites, levels of impact due to salinity, hydrocarbons, or radioactivity, the volume and value of recyclable material or prices/credits for recovery of oil, extent of contamination, and the condition of the waste stream are all beyond RAD PROS' immediate control and these circumstances may impact the cost of management and disposal of any waste, potentially increasing or decreasing the final cost to the client. For the state's benefit, all 3rd party costs will be billed at cost +15%.



STATE OF NORTH DAKOTA
 OFFICE OF STATE TAX COMMISSIONER
 RYAN RAUSCHENBERGER, COMMISSIONER

October 29, 2021

Ref: L0739004544
 Acct: 5663885-CCT-004

RADIATION PROS, LLC
 14 INVERNESS DRIVE E STE A-220
 ENGLEWOOD CO 80112-5625

(083) [Barcode]

North Dakota Contractor's Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, *make a copy for your records*, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date





STATE OF NORTH DAKOTA

Alvin A. Jaeger

Secretary of State

600 E Boulevard Avenue Dept 108
Bismarck, ND 58505-0500

Terrie Tyree
14 INVERNESS DRIVE EAST, SUITE A-220
ENGLEWOOD, CO 80112

02/22/2022

Receipt Detail

Receipt ID: 2859236

Receipt Total: \$90.00

Item	Description	Check/Ref #	Image ID	Fee	#	Total
Contractor License Renewal	RADIATION PROS, LLC - 0005534242	0005810412		\$90.00	1	\$90.00
Payment - Credit Card (web)	Terrie Tyree - 14 Inverness Drive East, Suite A-220, Englewood, CO 80112	AR0P7C8C971B				(\$90.00)
				Balance:		\$0.00

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000045113

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **RADIATION PROS, LLC** whose address is in ENGLEWOOD, CO, has filed in this office proper documents for a Contractor License valid until March 1, 2022, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

RADIATION PROS, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: June 4, 2021

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

RADIATION PROS, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2022 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000045113

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$602,279.67 - (Salvage Value) \$10,193.63
+ (Potential extras estimate) \$51,000.00
= (Total bid amount) \$643,086.04 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 Reclamation 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 30 day of November 2022.

Midwest Industrial Maintenance LLC
Name of Bidder

Darvine Bachman
Signature

5057 Owan Industrial Park Dr. #7, Williston, ND 58801
Business Address

(701) 645-3261
Business Telephone Number

info@midwestim.com
Email

Bid Package 4

Well Name	Cost	Equipment Salvage	Potential Extra Item	Potential Extra Cost	Net Total
Cramer 1 SWD	\$45,215.25	\$85.00	Road removal, Line Flush	\$5,000.00	\$50,130.25
Cramer 3	\$26,363.01	\$0.00	None		\$26,363.01
Cramer 4	\$26,363.01	\$0.00	Soil impact	\$5,000.00	\$31,363.01
Cramer 1	\$33,191.48	\$0.00	None		\$33,191.48
Glessing 1	\$26,363.01	\$0.00	Soil impact	\$3,000.00	\$29,363.01
Glessing 2	\$26,363.01	\$0.00	None		\$26,363.01
Glessing 3	\$26,363.01	\$0.00	None		\$26,363.01
Rice 3	\$26,363.01	\$0.00	None		\$26,363.01
Rice 4	\$34,116.19	\$0.00	Soil impact	\$10,000.00	\$44,116.19
Rice 5	\$26,363.01	\$0.00	None		\$26,363.01
Rice 8	\$26,363.01	\$0.00	None		\$26,363.01
Rice 10	\$26,363.01	\$0.00	None		\$26,363.01
Rice Ashem UTB	\$45,215.25	\$85.00	Line Flush	\$2,500.00	\$47,630.25
Rice ET AL 1H	\$26,363.01	\$0.00	Soil impact	\$3,000.00	\$29,363.01
Rice Trust 1	\$40,888.19	\$935.00	Soil Impact, Hazmat	\$15,000.00	\$54,953.19
Rice Glessing UTB	\$140,023.21	\$9,088.63	Soil Impact, Line Flush	\$7,500.00	\$138,434.58
Total	\$602,279.67	\$10,193.63		\$51,000.00	\$643,086.04



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
BRIAN KROSHUS, COMMISSIONER

November 22, 2022

Ref: L1800747136
Acct: 5883059-CCT-002

MIDWEST INDUSTRIAL MAINTENANCE LLC
5057 OWAN INDUSTRIAL PARK DR UNIT 7
WILLISTON ND 58801-9072

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2023.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000045753

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Midwest Industrial Maintenance LLC** whose address is in LOCKPORT, IL, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Midwest Industrial Maintenance LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 11, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

Midwest Industrial Maintenance LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000045753

State of North Dakota SECRETARY OF STATE



Certificate of Good Standing of Midwest Industrial Maintenance LLC

SOS Control ID#: 0005648896

Certificate #: 022642724-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

Midwest Industrial Maintenance LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective September 22, 2021. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 21, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of
(Gross) \$1,210,362 - (Salvage Value) \$5,700
+ (Potential extras estimate) See attached price sheet.
= (Total bid amount) \$1,204,662 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 Reclamation 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 30 day of November 2022.

Shanco LLC
Name of Bidder


Signature

P.O. Box 3159 Minot, ND 58702
Business Address

406-630-2255
Business Telephone Number

spierce@shancollc.com
Email



11/30/2022

ATTENTION: CODY VANDERBUSCH

SUBJECT: Package 4

Shanco Energy Services is pleased to submit this proposal to provide the requested pricing, labor, tools, and equipment for NDIC. Our proposal is based on the scope of work provided and attached price sheets.

Clarifications & Potential Extra Cost

- Removal of utilities is not included in the pricing.
- There's 1,150 yards of subsoil / material per site to be removed included in pricing, additional material will be billed at \$15 per yard.
- There's 1,150 yards of topsoil per site included in pricing, additional material will be billed at \$30 per yard delivered.
- All Hydro Vac, Hot Oiler and Vac Trucks will be billed back at cost plus 10%, if additional labor is needed it will be billed off T&M rate sheet.
- Any TENORM trucking will be billed at cost plus 10%
- Any TENORM or contaminated disposal fees will be billed back at cost plus 10%
- Any off-site lines that need flushed and capped will be billed off T&M rate sheet.
- Bond will be provided once awarded project.

We appreciate having been extended the opportunity to submit this bid and look forward to working with NDIC in the future. Please do not hesitate to contact us should you have any questions.

Regards,

Steve Pierce

Member / Regional Manager
spierce@shancollc.com
406-630-2255

State of North Dakota SECRETARY OF STATE



Certificate of Good Standing of SHANCO, LLC

SOS Control ID#: 0002170406

Certificate #: 022667020-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

SHANCO, LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective May 20, 2013. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 29, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 48105

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **SHANCO, LLC** whose address is in MINOT, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

SHANCO, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 7, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

SHANCO, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 48105



SCHEDULE OF EQUIPMENT AND LABOR RATES

**EFFECTIVE- January 1st 2022
Rate Sheet**

Item No.	Description	Rate Per Hour
SCHEDULE OF LABOR RATES		
1	Project Manager	\$100.00
2	Pipeline Superintendent	\$78.00
3	Light Constuction Superintendent	\$69.00
4	Asst. Superintendent	\$65.00
5	Welder w/ Rig	\$125.00
6	Foreman	\$65.00
7	Heavy Equipment Operator	\$60.00
8	Truck Driver	\$54.00
9	Hydro-Vac Truck Driver	\$52.00
10	Hydro-Vac Truck Swamper	\$48.00
11	Safety Personnel	\$52.00
12	Skilled Laborer	\$50.00
13	Welder's Helper	\$48.00
SCHEDULE OF EQUIPMENT RATES		
HOURLY RATES		
14	1/2 - ton Pickup/Operator's Truck	\$30.00
15	¾ ton Pickup/Superintendent's Truck	\$29.00
16	1-Ton Pipeline Crew Truck	\$45.00
17	1-Ton Light Construction Crew Truck	\$54.00
18	3-Ton Truck	\$65.00
19	15 Ton Truck	\$90.00
20	26 - 30 Ton Boom Truck	\$105.00
21	Hydro-Vac Truck	\$225.00
22	740 Dump Trucks or Equivalent	\$195.00
23	750 Dump Trucks or Equivalent	\$215.00
24	10 Yard Dump Truck	\$85.00
25	Water truck	\$80.00
26	Third Party Trucking	\$187.00
27	Gooseneck Trailer	\$30.00
28	Bumper Pull Trailer	\$30.00
29	Fire Suppression Trailer	\$35.00
30	Lowboy Trailer	\$45.00
31	Step Deck Trailer	\$30.00
32	130 bbl water trailer	\$30.00
33	Vac Trailer	\$30.00
34	Float Trailer	\$30.00
35	Side Dump Trailer	\$30.00
36	D4 Sideboom or equivalent	\$90.00
37	D5 Combination	\$105.00
38	D-6 Dozer or equivalent, or 561 Sideboom	\$150.00
39	D7 Dozer or equivalent, or 572 Sideboom	\$170.00
40	D8 Dozer or equivalent	\$185.00
41	Smooth Drum Roller	\$90.00
42	Man Lift	\$65.00
43	Telehandler	\$75.00
44	Forklift	\$45.00
45	Farm Tractor w/ Seeder or Attachments	\$60.00
46	Backhoe	\$75.00
47	Caterpillar 320 or Equivalent Hydraulic Trackhoe	\$125.00
48	Caterpillar 325 or Equivalent Hydraulic Trackhoe	\$155.00
49	Caterpillar 330 or Equivalent Hydraulic Trackhoe	\$165.00

SCHEDULE OF EQUIPMENT AND LABOR RATES

Item No.	Description	Rate Per Hour
HOURLY RATES CONTINUED		
50	Caterpillar 345 or Equivalent Hydraulic Trackhoe	\$195.00
51	Trackhoe Attachments Vacu Lift, Padding Bucket, Etc.	\$120.00
52	Mini Excavator	\$85.00
53	140 G Motor Grader or equivalent	\$140.00
54	163H Motor Grader or equivalent	\$155.00
55	Skid Steer	\$65.00
56	Front End Loader	\$125.00
57	Box plow for snow removal	\$20.00
58	Mobile Welding Trailer	\$52.00
DAILY RATES		
59	Light Plant	\$166.00
60	Beveling Machines	
	2" - 8"	\$10.00
	10" - 20"	\$65.00
	22" - 30"	\$80.00
61	Pipe Cradles	
	6" - 12"	\$95.00
	12" - 24"	\$150.00
62	Concrete Vibrator	\$42.00
63	Tamper/Compactor	\$110.00
64	Laser Level top con system	\$25.00
65	Laser 360 degree sensor	\$250.00
66	Generator / w Power tools	\$85.00
67	Line Locator/Holiday Detector	\$50.00
68	Air Compressor 185 CFM	\$195.00
69	Air Compressor 375 CFM	\$325.00
70	Enclosed Tool Trailer	\$100.00
71	Office Trailer	\$152.00
72	Pressure Washing Trailer	\$350.00
73	Safety Trailer (Two day minimum)	\$350.00
74	Side-by-side or ATV	\$200.00
75	Pressure Testing Chart Recorder/ Crystal gauge	\$250.00
76	Pressure Testing Trailer	\$250.00
77	Pressure Test Pump	\$340.00
78	Fusion Machine 3/4" - 4"	\$150.00
79	Fusion Machine 6" - 12"	\$375.00
80	Track Star Fusion Machine 4" to 12"	\$410.00
81	Track Star Fusion Machine 6" to 18"	\$640.00
82	Victaulic Threading Machine	\$140.00
83	Ditch/Trash Pump	\$75.00
84	Aeration Pump	\$81.00
85	Skid Steer (General Attachments)	\$158.00
86	Skid Steer Grader Attachment	\$500.00
87	Walk Behind Roller	\$300.00
88	Rig Heater	\$720.00
89	Sand Blasting Unit	\$400.00
90	Air Compressor 900 CFM	\$1,400.00
91	Threading Trailer	\$175.00

GENERAL PROVISIONS

- 1 Labor Rates are inclusive of wages and applicable cost including payroll taxes, contributions or assessments for unemployment insurance and workman's compensation insurance, overhead and profit.
- 2 This rate sheet does not charge overtime.
- 3 A minimum for all labor assigned shall be three (3) hours per day.
- 4 When personnel are required to remain overnight from their home base including Saturday and Sunday, a subsistence allowance of \$120.00 will be charged.
- 5 Sales tax or Gross Receipts taxes, if applicable, shall be charged in addition to the above rates.
- 6 Third party services and/or materials provided shall be charged at cost plus ten percent (10%).
- 7 Equipment rates are inclusive of maintenance, repair, fuel, oil, lube, taxes, insurance, depreciation, license fees, overhead and profit. Equipment rates are on a straight time basis.
- 8 A minimum charge for all equipment assigned shall be three (3) hours.
- 9 Vehicles used as workstations shall be charged the same hours as that incurred by the crews.
- 10 Any equipment required, not listed on our rate schedule, will be negotiated and added prior to being put into operation.
- 11 All hauling, trucking permits, or third party charges shall be charged at cost plus ten (10%).
- 12 In the case of significant increases in labor, equipment, or fuel costs Shanco reserves the right to openly discuss adjusting the rate sheet in order to recover these costs.
- 13 In the case of weather related shut-downs, all employees and equipment will receive three (3) hours for the day.
- 14 If any work is performed on the reservation the Tier 1 fee will be charged separately.

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of
(Gross) \$436,990.00 - (Salvage Value) N/A
+ (Potential extras estimate) upon site inspection
= (Total bid amount) \$436,990.00 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 Reclamation 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 30th day of NOVEMBER 2022.

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC

Name of Bidder

[Signature]

Signature

BADLANDS EXCAVATING
PO BOX 3386
MINOT, ND 58702

Business Address

(701) 838-7599

Business Telephone Number

chris@badlands-exoil.com

dave@badlands-exoil.com

Email

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 46004

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **BADLANDS EXCAVATING & OILFIELD SERVICE, LLC** whose address is in MINOT, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

BADLANDS EXCAVATING & OILFIELD SERVICE, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 27, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota

SECRETARY OF STATE



Certificate of Good Standing of BADLANDS EXCAVATING & OILFIELD SERVICE, LLC

SOS Control ID#: 0002175569

Certificate #: 022664730-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

BADLANDS EXCAVATING & OILFIELD SERVICE, LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective September 14, 2012. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 29, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	Bid Package 4
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Various Sites
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with state official to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill and if not Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by run tickets and quantities less than estimate will be discounted accordingly.**

See lump sum bid

13884-Rice Trust 1	\$24,750.00
14729-Rice ET AL 1H	\$17,000.00
15002-Cramer 1	\$28,550.00
15179-Rice 4	\$28,600.00
15180-Rice 3	\$30,000.00
15245-Rice 5	\$19,450.00
15246-Glessing 1	\$17,800.00
15360-Glessing 2	\$28,200.00
15591-Glessing 3	\$30,950.00
16802-Rice 8	\$25,450.00
17839-Cramer 3	\$33,000.00
18558-Cramer 4	\$18,800.00
19314-Rice 10	\$20,890.00
90090-Cramer 1 SWD	\$34,550.00
408574-01-Rice Glessing UTB	\$54,250.00
408575-01-Rice Ashiem UTB	\$24,750.00

Total **\$436,990.00**

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of.

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	13884-Rice Trust 1
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Rice Trust 1
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$8,000.00
Purchase, import and place topsoil (Unit Price)	350 Tons	\$20.00/ton	\$7,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	

Total **\$24,750.00**

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	14729-Rice ET AL 1H
			Rice ET AL 1H
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	50 Tons	\$15.00/Ton	\$750.00
Shape site to natural terrain, remove road, and rip ground			\$5,000.00
Purchase, import and place topsoil (Unit Price)	150 Tons	\$20.00/ton	\$3,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$17,000.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	15002-Cramer 1
			Cramer 1
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

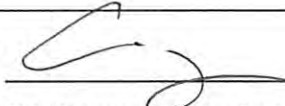
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	315 Tons	\$20.00/ton	\$6,300.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25 Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$28,550.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	15179-Rice 4
			Rice 4
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	150 Tons	\$15.00/Ton	\$2,250.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	280 Tons	\$20.00/ton	\$5,600.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$28,600.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	15180-Rice 3
			Rice 3
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	150 Tons	\$15.00/Ton	\$2,250.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	350 Tons	\$20.00/ton	\$7,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bi.	
Oil (Disposed of at Secure)		\$47.25/Bi.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$30,000.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	15245-Rice 5
			Rice 5
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$6,000.00
Purchase, import and place topsoil (Unit Price)	185 Tons	\$20.00/ton	\$3,700.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$19,450.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature 

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____ Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	15246-Glessing 1
			Glessing 1
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

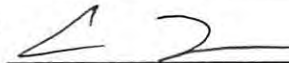
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	50 Tons	\$15.00/Ton	\$750.00
Shape site to natural terrain, remove road, and rip ground			\$6,000.00
Purchase, import and place topsoil (Unit Price)	140 Tons	\$20.00/ton	\$2,800.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$17,800.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	15360-Glessing 2
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Glessing 2
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	150 Tons	\$15.00/Ton	\$2,250.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	260 Tons	\$20.00/ton	\$5,200.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$28,200.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	15591-Glessing 3
			Glessing 3
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.


***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
<i>Terracon (Site inspection, Drone shots before, during and after)</i>			\$6,500.00
<i>*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)</i>		\$270.00/Hr.	
<i>Strip and remove gravel (Assumed 4" Depth)</i>	200 Tons	\$15.00/Ton	\$3,000.00
<i>Shape site to natural terrain, remove road, and rip ground</i>			\$12,500.00
<i>Purchase, import and place topsoil (Unit Price)</i>	360 Tons	\$20.00/ton	\$7,200.00
<i>John Deere 4560/Disk/Seeder</i>	4	\$125.00	\$500.00
<i>*Flushing lines, removal and disposal if necessary</i>			
<i>Produced water</i>		\$2.25/Bl.	
<i>Oil (Disposed of at Secure)</i>		\$47.25/Bl.	
<i>Trucking</i>		\$180.00	
<i>Removal of contaminated soil if necessary</i>			
<i>*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND</i>		\$28.35/ton	
<i>*Trucking</i>		\$180.00/hr.	
<i>*Mobilization and permit for Komatsu PC290 if required</i>		\$750.00	
<i>*Komatsu PC290 Hydraulic Excavator if needed</i>		\$230.00/hr.	
<i>*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary</i>			
<i>*Mobilization and permit for Komatsu PC240 if required</i>		\$500.00	
<i>*Komatsu PC240 Hydraulic Excavator if needed</i>		\$6.25/ft.	
Total			\$30,950.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature 

Note: This proposal may be withdrawn by us if not accepted within 15 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____ Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	16802-Rice 8
			Rice 8
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$10,000.00
Purchase, import and place topsoil (Unit Price)	285 Tons	\$20.00/ton	\$5,700.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$25,450.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within 15 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	17839-Cramer 3
			Cramer 3
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	250 Tons	\$15.00/Ton	\$3,750.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	425 Tons	\$20.00/ton	\$8,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$33,000.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	18558-Cramer 4
			Cramer 4
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	50 Tons	\$15.00/Ton	\$750.00
Shape site to natural terrain, remove road, and rip ground			\$6,000.00
Purchase, import and place topsoil (Unit Price)	190 Tons	\$20.00/ton	\$3,800.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$18,800.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance Our workers are fully covered by Workman's Compensation insurance

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	19314-Rice 10
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Rice 10
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$7,000.00
Purchase, import and place topsoil (Unit Price)	207 Tons	\$20.00/ton	\$4,140.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$20,890.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	90090-Cramer 1 SWD
			Cramer 1 SWD
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	300 Tons	\$15.00/Ton	\$4,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	465 Tons	\$20.00/ton	\$9,300.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$34,550.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance Our workers are fully covered by Workman's Compensation insurance

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	408574-01-Rice Glessing UTB
			Rice Glessing UTB
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	400 Tons	\$15.00/Ton	\$6,000.00
Shape site to natural terrain, remove road, and rip ground			\$20,000.00
Purchase, import and place topsoil (Unit Price)	1,000 Tons	\$20.00/ton	\$20,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$54,250.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within 15 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	408575-01-Rice Ashiem UTB
			Rice Ashiem UTB
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
<i>Terracon (Site inspection, Drone shots before, during and after)</i>			\$6,500.00
<i>*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)</i>		\$270.00/Hr.	
<i>Strip and remove gravel (Assumed 4" Depth)</i>	100 Tons	\$15.00/Ton	\$1,500.00
<i>Shape site to natural terrain, remove road, and rip ground</i>			\$7,000.00
<i>Purchase, import and place topsoil (Unit Price)</i>	400 Tons	\$20.00/ton	\$8,000.00
<i>John Deere 4560/Disk/Seeder</i>	4	\$125.00	\$500.00
<i>*Flushing lines, removal and disposal if necessary</i>			
<i>Produced water</i>		\$2.25/Bl.	
<i>Oil (Disposed of at Secure)</i>		\$47.25/Bl.	
<i>Trucking</i>		\$180.00	
<i>Removal of contaminated soil if necessary</i>			
<i>*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND</i>		\$28.35/ton	
<i>*Trucking</i>		\$180.00/hr.	
<i>*Mobilization and permit for Komatsu PC290 if required</i>		\$750.00	
<i>*Komatsu PC290 Hydraulic Excavator if needed</i>		\$230.00/hr.	
<i>*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary</i>			
<i>*Mobilization and permit for Komatsu PC240 if required</i>		\$500.00	
<i>*Komatsu PC240 Hydraulic Excavator if needed</i>		\$6.25/ft.	
Total			\$24,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BID

Package 4

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 769,571.03 - (Salvage Value) 0.00
+ (Potential extras estimate) 200,000.00
= (Total bid amount) 969,571.03 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 Reclamation 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 30 day of November 2022.

Farden Construction, Inc
Name of Bidder

[Signature]
Signature

9035 Co Rd 17B Maxbass, ND
Business Address

701-268-3127
Business Telephone Number

FardenConstruction@SRT.com
Email

ATTACHMENT B
Package 4 wells

Bid Items

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long	Bid Cost	Equipment Salvage Value	Contaminated Material Disposed (TN)	Unit Price	Potential Extras Estimate	Net Total
13884	RICE TRUST 1	AB	BOTTINEAU	8-161-82	NWSE	Renville	48.78346530	-101.3305472	\$ 196,870.52	\$ -	2500	\$ 80.00	\$ 200,000.00	\$ 396,870.52
14729	RICE ET AL 1H	AB	BOTTINEAU	8-161-82	NESE	Renville	48.78327974	-101.3226125	\$ 26,308.55	\$ -			\$ -	\$ 26,308.55
15002	Cramer 1	AB	BOTTINEAU	8-161-82	SESW	Renville	48.78647920	-101.3352116	\$ 43,285.20	\$ -			\$ -	\$ 43,285.20
15179	RICE 4	AB	BOTTINEAU	8-161-82	SWSE	Renville	48.77945263	-101.3305581	\$ 61,614.70	\$ -			\$ -	\$ 61,614.70
15180	RICE 3	AB	BOTTINEAU	8-161-82	SWNE	Renville	48.78612498	-101.3308346	\$ 38,885.49	\$ -			\$ -	\$ 38,885.49
15245	RICE 5	AB	BOTTINEAU	8-161-82	NESE	Renville	48.78139	-101.3270	\$ 39,209.75	\$ -			\$ -	\$ 39,209.75
15246	GLESSING 1	AB	BOTTINEAU	8-161-82	NESW	Renville	48.78355542	-101.3352176	\$ 28,182.69	\$ -			\$ -	\$ 28,182.69
15360	GLESSING 2	AB	BOTTINEAU	8-161-82	SESW	Renville	48.77944645	-101.3354302	\$ 29,885.49	\$ -			\$ -	\$ 29,885.49
15591	GLESSING 3	AB	BOTTINEAU	8-161-82	SWSW	Renville	48.77951749	-101.3400449	\$ 41,586.28	\$ -			\$ -	\$ 41,586.28
16082	RICE 8	AB	BOTTINEAU	8-161-82	SESE	Renville	48.78008426	-101.3238977	\$ 30,045.19	\$ -			\$ -	\$ 30,045.19
17839	CRAMER 3	AB	BOTTINEAU	8-161-82	NENW	Renville	48.78938933	-101.334724	\$ 42,433.31	\$ -			\$ -	\$ 42,433.31
18558	CRAMER 4	AB	BOTTINEAU	8-161-82	SWNW	Renville	48.78572105	-101.3418509	\$ 26,991.03	\$ -			\$ -	\$ 26,991.03
19314	RICE 10	AB	BOTTINEAU	8-161-82	SWSE	Renville	48.77819176	-101.3320931	\$ 25,969.74	\$ -			\$ -	\$ 25,969.74
90090	CRAMER 1 SWD	AB	BOTTINEAU	8-161-82	SESW	Renville	48.78514973	-101.3331522	\$ 59,030.05	\$ -			\$ -	\$ 59,030.05
408574-01	Rice-Glessing UTB	AB	BOTTINEAU	8-161-82	NWSE	Renville	48.78550000	-101.3297000	\$ 13,512.50	\$ -			\$ -	\$ 13,512.50
408575-01	Rice-Ashiem UTB	AB	BOTTINEAU	9-161-82	SWSW	Renville	48.78020000	-101.3204000	\$ 28,260.54	\$ -			\$ -	\$ 28,260.54
	16 mi pipeline - 3 miles CTB to SWD								\$ 37,500.00	\$ -			\$ -	\$ 37,500.00
									\$ 769,571.03	\$ -			\$ 200,000.00	\$ 969,571.03
									Bid Total	Salvage Total			Extra Estimate Total	Net Total

ATTACHMENT B

Package 4 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
13884	RICE TRUST 1	AB	BOTTINEA U	8-161-82	NWSE	Renville	48.7834653	-101.3305472
14729	RICE ET AL 1H	AB	BOTTINEA U	8-161-82	NESE	Renville	48.78327974	-101.3226125
15002	Cramer 1	AB	BOTTINEA U	8-161-82	SENE	Renville	48.7864792	-101.3352116
15179	RICE 4	AB	BOTTINEA U	8-161-82	SWSE	Renville	48.77945263	-101.3305581
15180	RICE 3	AB	BOTTINEA U	8-161-82	SWNE	Renville	48.78612498	-101.3308346
15245	RICE 5	AB	BOTTINEA U	8-161-82	NESE	Renville	48.78139419	-101.3270107
15246	GLESSING 1	AB	BOTTINEA U	8-161-82	NESW	Renville	48.78355542	-101.3352176
15360	GLESSING 2	AB	BOTTINEA U	8-161-82	SESW	Renville	48.77944645	-101.3354302
15591	GLESSING 3	AB	BOTTINEA U	8-161-82	SWSW	Renville	48.77951749	-101.3400449
16082	RICE 8	AB	BOTTINEA U	8-161-82	SESE	Renville	48.78008426	-101.3238977
17839	CRAMER 3	AB	BOTTINEA U	8-161-82	NENW	Renville	48.78938933	-101.3347242
18558	CRAMER 4	AB	BOTTINEA U	8-161-82	SWNW	Renville	48.78572105	-101.3418509
19314	RICE 10	AB	BOTTINEA U	8-161-82	SWSE	Renville	48.77819176	-101.3320931
90090	CRAMER 1 SWD	AB	BOTTINEA U	8-161-82	SENE	Renville	48.78514973	-101.3331522
408574-01	Rice-Glessing UTB	AB	BOTTINEA U	8-161-82	NWSE	Renville	48.7855	-101.3297
408575-01	Rice-Ashiem UTB	AB	BOTTINEA U	9-161-82	SWSW	Renville	48.7802	-101.3204

Note: There are around 16 miles of pipelines in the Renville field that will need to be capped and flushed. There is also around 3 miles of line from Erickson CTB to the Cramer 1 SWD.



9035 County Road 17B
Maxbass, North Dakota 58760

Phone: 701-268-3127
Fax: 701-268-3282
E-mail: fardenconstruction@srt.com

11/29/2022

Bid of: Farden Construction, Inc.
N.D. Contractor's License No: 30144-Class A
Date License was Issued or Renewed: January 24, 2022
ATTN: Mr. Cody VanderBusch

SEALED BID DO NOT OPEN
NDIC Oil & Gas Division
1016 E Calgary Ave
Bismarck ND 58503-5512

RE: Reclaim Package 4 Addition to Bid

Dear Sirs:

NDIC Oil and Gas Division Reclaim Package 4, Instructions to Bidders, Item 4 "Examination of Site", only allows bidders a visual inspection of the locations. Without being able to conduct excavation and/or testing prior to bidding, we are unable to determine the presence, extent, or volume of potential contamination at the proposed locations. We have only provided an estimated quantity based on assumptions and would expect the quantities to change. If awarded, sites will be tested by a third party testing company to assure specifications are met; initial testing will be included in the original bid item.

We appreciate the opportunity to bid on this project.

Sincerely,

Steve Farden,
President

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 30144

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **FARDEN CONSTRUCTION, INC.** whose address is in MAXBASS, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

FARDEN CONSTRUCTION, INC. is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 24, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
 RYAN RAUSCHENBERGER, COMMISSIONER

October 29, 2021

Ref: L1302106240
 Acct: 0408601-CCT-005

FARDEN CONSTRUCTION INC
 9035 COUNTY ROAD 17B
 MAXBASS ND 58760-9736

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

*Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, **make a copy for your records**, and return this document to our office.*

 Date Operations Ceased
 In North Dakota

 Signature

 Date



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
 BRIAN KROSHUS, COMMISSIONER

October 31, 2022

Ref: L0795621504
 Acct: 0408601-CCT-005

FARDEN CONSTRUCTION INC
 9035 COUNTY ROAD 17B
 MAXBASS ND 58760-9736

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2023.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date



6844 Highway 40, Tioga, ND 58852 701-664-1492

November 29, 2022

North Dakota Industrial Commission
Attn: Mr. Cody VanderBusch
Oil & Gas Division
1016 E. Calgary Ave
Bismarck, N.D. 58503

RE: Invitation to Bid – IJA Reclamation Package 4

Dear Mr. VanderBusch:

I appreciate the opportunity to participate in the North Dakota Industrial Commission's (NDIC) invitation to submit a bid to reclaim the wells listed in **IJA Reclamation Package 4**. Please find our NESET response to the bid with necessary attachments in the following packet. If there are any questions or concerns on the submitted documents, please do not hesitate to call or email. I am available at any time on my cell phone, 701-641-0778.

NESET has been in business in North Dakota for 40 years and has administrative personnel including a finance team that is prepared to pay and manage all vendors. In anticipation of this project, our team has MSAs executed and accounts set up with all necessary vendors that will be required to complete the reclamation of the well sites. All vendors will be managed by NESET and we will bill NDIC by the required deadline. In addition, NESET has an engineering team on staff to provide technical support to field personnel and converse with state field inspectors. NESET is in full safety compliance with ISNetwork and PEC and meets the insurance requirements of the contract. NESET will ensure to follow all federal requirements listed in Attachment A of the INSTRUCTIONS TO BIDDERS form. I am prepared to execute the contract immediately upon notice of being awarded the bid.

The bid total is attached on the formal **BID** form; however, we feel it is important to give you additional details. Please see **ATTACHMENT I** for the one-page cost per well break out.

List of documents included in this bid packet:

1. Cover Letter
2. BID
3. ATTACHMENT I – One page cost per well breakout
4. Contractor License: #52789 Class A
5. North Dakota Secretary of State Certificate of Good Standing
6. North Dakota State Tax Commissioner Certificate

I look forward to hearing from you and thank you for your time.

Sincerely,

Randy Naset, VP of Engineering
Naset Consulting Service, Inc.

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$ 636,242 - (Salvage Value) _____
+ (Potential extras estimate) \$ 16,250
= (Total bid amount) \$ 652,492 dollars (\$).

Six hundred fifty two thousand four hundred ninety two

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 Reclamation 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 30th day of November 2022.

Neset Consulting Service, Inc
Name of Bidder

Randy Neset
Signature

6844 Hwy 40 Tioga, ND 58852
Business Address

701-664-1492
Business Telephone Number

randyneset@nesetconsulting.com
Email

ATTACHMENT I



6844 Highway 40 Tioga, ND 58852 701-664-1492

November 29, 2022

TO: North Dakota Industrial Commission
Oil & Gas Division
1016 E Calgary Ave Bismarck, N.D. 58503
ATTN: Mr. Cody VanderBusch

FR: Nese Consulting Service, Inc
6844 Highway 40 Tioga, ND 58852

RE: Invitation to Bid – IJA Reclamation Package 4

Neset Consulting Service, Inc (NESET) appreciates the opportunity to participate in the invitation to reclaim bid. In anticipation of the project, NESET has MSAs established, and accounts set up with all necessary vendors required to complete the reclamation work in accordance to NDIC's recognized standards and guidelines. Please see table of the cost per well break out.

Clause: The volume of contaminated soil is unknown until tested therefore prior discussion and approval is needed with estimate prior to starting the work. Potential extra costs are estimated in the table below but does not account for soil contamination on listed wellsite. Any contamination detected will need prior discussion and approval with the Commissioner. The costs per well below accounts for tools, equipment, services to reclaim the well pad, disposal of equipment, junk and debris on site, supervision, and daily reporting. Costs does not include remediation of contaminated soil and brine kills.

NDIC File	Well Name	Total Cost	Salvage Value	Potential Extras Estimate	Net Total
13884	RICE TRUST 1	\$46,915	-	-	\$46,915
14729	RICE ET AL 1H	\$36,650	-	-	\$36,650
15002	CRAMER 1	\$37,425	-	-	\$37,425
15179	RICE 4	\$42,210	-	-	\$42,210
15180	RICE 3	\$39,090	-	-	\$39,090
15245	RICE 5	\$38,040	-	-	\$38,040
15246	GLESSING 1	\$30,925	-	-	\$30,925
15360	GLESSING 2	\$26,750	-	-	\$26,750
15591	GLESSING 3	\$25,750	-	-	\$25,750
16082	RICE 8	\$27,955	-	-	\$27,955
17839	CRAMER 3	\$26,925	-	-	\$26,925
18558	CRAMER 4	\$24,755	-	-	\$24,755
19314	RICE 10	\$24,425	-	-	\$24,425
90090	CRAMER 1 SWD	\$54,425	-	-	\$54,425
408574-01	Rice-Glessing UTB	\$77,331	-	\$9,750	\$87,081
408575-01	Rice-Ashiem UTB	\$76,671	-	\$6,500	\$83,171
Gross		\$ 636,242	-	\$16,250	\$652,492

Please note that any discrepancy or changes of procedure after the bidding period to the well-by-well RECLAMATION SPECIFICATIONS provided by the NDIC or unknown contaminations/spills that requires additional services and/or rental equipment will be considered out of scope and need prior discussion and approval by the Commissioner.

State of North Dakota SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 52789

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **NESET CONSULTING SERVICE, INC.** whose address is in TIOGA, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

NESET CONSULTING SERVICE, INC. is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 7, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota SECRETARY OF STATE



Certificate of Good Standing of NESET CONSULTING SERVICE, INC.

SOS Control ID#: 0002161996

Certificate #: 022662322-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

NESET CONSULTING SERVICE, INC.

a Contractor - Corporation was formed under the laws of North Dakota and filed with this office effective November 3, 2014. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 28, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

NESET CONSULTING SERVICE, INC.

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2023 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 52789

END

December 1, 2022 - 3 PM
NDIC Oil and Gas Division Office
1016 E. Calgary, Bismarck ND 58503

Reclamation Package 5 Bid Opening

Contractor	Bid Amount	SOS Contractor date
1. Earth sys.	\$ 329,953.80	
2. 3 Forks Serv.	\$ 1,664,938	
3. Strata	\$ 2,218,000	
4. Basin	\$ 1,316,768.80	
5. Teraflex	\$ 519,000.-	
6. North wind	\$ 1,919,632.46	
7. Badlands	\$ 1,206,522.54	
8. Rad. Pros.	\$ 1,334,749.38	
9. Midwest	\$ 672,983.44	
10. Shanco	\$ 1,613,400	
11. Badlands Ex.	\$ 925,800	
12. Farden	\$ 1,316,238.80	
13.		

CW BR

BID

PACKAGE #5

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 329,953.80 - (Salvage Value) 0
+ (Potential extras estimate) 0
= (Total bid amount) 329,953.80 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 Reclamation 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 1 day of December 2022.

Christopher Neubauer
Name of Bidder



Signature

4501 Coleman St. Ste. 103 Bismarck, ND 58503
Business Address

(701) 751-4868
Business Telephone Number

cneubauer@earthsys.net
Email

ATTACHMENT B

Package 5 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
5848	MAHONEY 2	AB	BOTTINEA U	12-163-81	SWSW	Kuroki	48.95377635	-101.122703
14709	STAVENS 14-1	AB	BOTTINEA U	14-163-81	NENE	Kuroki	48.95015912	-101.1275691
15643	CAMERON 1	AB	BOTTINEA U	1-163-81	SWSW	Kuroki	48.96725085	-101.1217231
17611	STAVENS 1 HZ	AB	BOTTINEA U	11-163-81	SESE	Kuroki	48.95427205	-101.1268584
17653	CAMERON 1 HZ	AB	BOTTINEA U	1-163-81	SWSW	Kuroki	48.96725935	-101.121065
18264	CAMERON 1-11 H	AB	BOTTINEA U	1-163-81	NESW	Kuroki	48.97106036	-101.115595
18962	LODOEN 11-7H	AB	BOTTINEA U	11-163-81	SWNE	Kuroki	48.96005409	-101.1314449
19062	WRIGHT 12-12H	AB	BOTTINEA U	12-163-81	SWNW	Kuroki	48.95916507	-101.1227948
19229	CAMERON 1-14	AB	BOTTINEA U	1-163-81	SESW	Kuroki	48.96685332	-101.1154632
19463	CAMERON 1 - 12	AB	BOTTINEA U	1-163-81	NWSW	Kuroki	48.97079796	-101.1204432
21279	WRIGHT 12-10	AB	BOTTINEA U	12-163-81	NESE	Kuroki	48.95539695	-101.1077895
90094	DEMARS WSW 1	AB	BOTTINEA U	12-163-81	NENW	Kuroki	48.96429901	-101.1152035
5478	MOORE-JENSEN 1-R	AB	BOTTINEA U	15-162-80	SESW	South Westhope	48.85157772	-101.0295283
5848	MOORE-JENSEN 2-R	AB	BOTTINEA U	15-162-80	NWSW	South Westhope	48.85606105	-101.0350145
10219	MARTIN 1	AB	BOTTINEA U	2-162-80	SWSE	South Westhope	48.88069626	-101.0024372
5367	WRIGHT 13-12	PA	BOTTINEA U	12-163-81	NWSW	Kuroki	48.95722726	-101.1219728
5638	STAVENS 1	PA	BOTTINEA U	11-163-81	SESE	Kuroki	48.95334014	-101.1268757
15464	WRIGHT 3	PA	BOTTINEA U	12-163-81	SWNW	Kuroki	48.9606	-101.121944
17503	LODOEN 1	PA	BOTTINEA U	11-163-81	SESE	Kuroki	48.96064099	-101.1276151
19194	LODOEN 11 - 8 H	PA	BOTTINEA U	11-163-81	NENE	Kuroki	48.962478	-101.125822
401172-01	Kuroki Madison Unit	AB	BOTTINEA U	12-163-81	NENW	Kuroki	48.9666	-101.1164
13299	KOEHLER 32-23 #2	PA	BOTTINEA U	23-162-81	SWNE	Stinson	48.84497056	-101.1336418

Note: There is around 11 miles of flowlines and water transfer lines kine the Kuroki field.

per site = 14,997.90

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000044631

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Earth Systems Response & Restoration, LLC** whose address is in JACKSONVILLE BEACH, FL, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Earth Systems Response & Restoration, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 23, 2021

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

Earth Systems Response & Restoration, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000044631



4501 Coleman St.
Suite 103
Bismarck, North Dakota 58503

Earth Systems- Bakken 2022 Rate Schedule	
Bulk Earth Materials	\$/Cubic Yard
Topsoil *	\$25
Subsoil (Clay)*	\$9
Labor, Vehicle, and Subcontractor Markup	<i>\$/hr. unless noted otherwise</i>
Senior II- (Geologist/Engineer/Scientist/ Project Manager)	\$160
Senior I- (Geologist/Engineer/Scientist/ Project Manager)	\$150
Geophysicist	\$160
UAS Drone Pilot	\$160
Project Manager	\$135
Staff Engineer/Scientist	\$130
Associate Engineer/Scientist	\$125
Foreman	\$100
Administrative Support	\$75
Operator	\$75
Laborer	\$70
Per Diem Overnight-Project Specific (Over Night)	\$185
Per Diem Day-Project Specific (Day)	\$50
1-Ton Work Truck With Tools (per hour)	\$35
3/4 Ton Work Truck With Tools (per hour)	\$30
1/2 Ton Work Truck (per hour)	\$25
1-Ton Work Truck (per day)	\$285
3/4 Ton Work Truck (per day)	\$245
1/2 Ton Work Truck (per day)	\$205
Materials and Subcontractor Markup	10%
Machinery & Equipment	<i>\$/hr. unless noted otherwise</i>
Skid Steer (with Operator)	\$150
Skid Steer + Attachments (with Operator)	\$180
Mini-Excavator (with Operator)	\$160
Backhoe (with Operator)	\$175
Backhoe + Attachments (with Operator)	\$200
Loader 1.7-4.25CY (with Operator)	\$180
Loader 4.5-6.5CY (with Operator)	\$215
Excavator-Small Size 75-125 hp (with Operator)	\$185
Excavator- Mid Size 125-275 hp (with Operator)	\$200
Excavator- Large Size 275-550 hp (with Operator)	\$225
Bulldozer Small-Size 75-125 hp (with Operator)	\$185
Bulldozer Medium-Size 150-250 hp (with Operator)	\$225
Bulldozer Large-Size >250 hp (with Operator)	\$275
Belly Scraper 627k (with Operator)	\$290
Motor Grader 14m (with Operator)	\$190
Hydrovac Trailer HX30 (with Operator)	\$250
Hydrovac Trailer HX50 (with Operator)	\$275
Hydrovac Full Size-45 BBL (with Operator)	\$315
Tractor (with Operator)	\$150
Tractor with disc attachment (with Operator)	\$170
Straw/blanketing,crimping per acre	\$750
Manlift 45' (with Operator)	\$120
Manlift 60' (with Operator)	\$140
Telehandler 6k	\$130
Telehandler 8k	\$140
Utility Trailer / Dump Trailer / Tilt Deck Trailer	\$40
Gooseneck Trailer 25 feet	\$50
Gooseneck Trailer >25 feet	\$60
End Dump Truck (with driver)	\$115
Side Dump Truck (with driver)	\$155
Heavy Haul Low Boy + Truck (with driver)	\$195
Generator <15kW (per day)	\$175
Poly Fuse Machine (412)	\$175
Light Plant (per day)	\$175
2-Inch Trash Pump (per day)	\$200
3-Inch Trash Pump (per day)	\$300



4501 Coleman St.
Suite 103
Bismarck, North Dakota 58503

Environmental Equipment	
Water & Soil Sampling	<i>\$/Day, unless noted otherwise</i>
Groundwater Monitoring Well Sampling Kit (submersible/peristaltic pump, tubing, water level meter)	\$175
Water Sampling Kit (Bottle ware, Coolers, Ice, Decontamination Supplies, Shipping)	\$160
Soil Sampling Kit (Bottle ware, Coolers, Ice, Decontamination Supplies, Shipping)	\$160
Air/Soil/Water/Gas Field Screening	
PID	\$110
EC Meter + Chloride Strips	\$70
YSI	\$125
TENORM Meter	\$125
Air Sampling Equipment (4-Gas Monitor)	\$50
Hanby TPH-Water Test Kit (per day)	\$125
Hanby TPH-Water Test Reagent (per sample)	\$45
Petro-Flag TPH Soil Analyzer (per day)	\$125
Petro-Flag TPH Soil Test Reagent (per sample)	\$45
UAS Drone Imaging	
Quadcopter with Standard Camera (Photos)	\$275
Quadcopter with Multi-Spectral Sensor (Mapping & Analysis)	\$750
Geophysical Surveys (Electromagnetic)	
EM31 with Mesa 2 Tablet and Geode Sub-Meter GPS	\$1,150

Notes

1. All labor time is billed port to port. Equipment is billed on a hourly use basis.
2. Equipment Fuel and Earth Materials* (Topsoil and Clay) rates are based on current market value as of 12/1/2022. Equipment, Fuel, and Earth materials will be billed at the market value during the time the work is conducted, plus markup.
3. Heavy haul and oversized road permits will be billed at cost plus markup.



3 Forks Services

Reclamation Package 5

ATTACHMENT B

Package 5 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
'5848	MAHONEY 2	AB	BOTTINEA U	12-163-81	SWSW	Kuroki	48.95377635	-101.122703
'14709	STAVENS 14-1	AB	BOTTINEA U	14-163-81	NENE	Kuroki	48.95015912	-101.1275691
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13299	KOEHLER 32-23 #2	PA	BOTTINEA U	23-162-81	SWNE	Stinson	48.84497056	-101.1336418

Note: There is around 11 miles of flowlines and water transfer lines like the Kuroki field.

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 1,224,938⁰⁰ - (Salvage Value) 0
+ (Potential extras estimate) \$ 440,000⁰⁰
= (Total bid amount) \$ 1,664,938⁰⁰ 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 Reclamation 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 1 day of December 2022.

3 Forks Services
Name of Bidder

Joey Smith
Signature

14071 49th St. NW Williston, ND 58801
Business Address

701-609-1308
Business Telephone Number

jsmith@3forksservices.com
Email

WELL RECLAMATION 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 Reclamation 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 **April 1, 2024** and all invoices must be received by **May 30, 2024**. 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 one hundred fifty thousand Dollars (\$150,000.00), 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 Reclamation Specifications attached hereto as Exhibit A, COMMISSION may modify the Reclamation Specifications to ensure the well site is properly reclaimed by CONTRACTOR. If such modifications (per potential extras estimate) 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, Reclamation 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

_____ 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: 242375720 01
CONTRACTOR's federal employer ID number is: 27-2375720

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.

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:

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: Joey Smith
Title: Supervisor
DATE: 12/1/22

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000044610

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **3 FORKS SERVICES** whose address is in WILLISTON, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

3 FORKS SERVICES is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 22, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

3 FORKS SERVICES

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2023 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 000044610

BID

Bid for reclamation of the following well sites:

PACKAGE 5

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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 2,124,000.00 - (Salvage Value) - 0 -
+ (Potential extras estimate) 94,000.00
= (Total bid amount) 2,218,000.00 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 Reclamation 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 1 day of DECEMBER 2022.

STRATA CORPORATION
Name of Bidder

Jay Holen - JAY HOLEN
Signature

Box 13500; GRAND FORKS, ND; 58208
Business Address

701-500-4237
Business Telephone Number

JAY.HOLEN@STRATA CORPORATION.COM
Email

ATTACHMENT B

Package 5 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
5848	MAHONEY 2	AB	BOTTINEA U	12-163-81	SWSW	Kuroki	48.95377635	-101.122703
14709	STAVENS 14-1	AB	BOTTINEA U	14-163-81	NENE	Kuroki	48.95015912	-101.1275691
15643	CAMERON 1	AB	BOTTINEA U	1-163-81	SWSW	Kuroki	48.96725085	-101.1217231
17611	STAVENS 1 HZ	AB	BOTTINEA U	11-163-81	SESE	Kuroki	48.95427205	-101.1268584
17653	CAMERON 1 HZ	AB	BOTTINEA U	1-163-81	SWSW	Kuroki	48.96725935	-101.121065
18264	CAMERON 1-11 H	AB	BOTTINEA U	1-163-81	NESW	Kuroki	48.97106036	-101.115595
18962	LODOEN 11-7H	AB	BOTTINEA U	11-163-81	SWNE	Kuroki	48.96005409	-101.1314449
19062	WRIGHT 12-12H	AB	BOTTINEA U	12-163-81	SWNW	Kuroki	48.95916507	-101.1227948
19229	CAMERON 1-14	AB	BOTTINEA U	1-163-81	SESW	Kuroki	48.96685332	-101.1154632
19463	CAMERON 1 - 12	AB	BOTTINEA U	1-163-81	NWSW	Kuroki	48.97079796	-101.1204432
21279	WRIGHT 12-10	AB	BOTTINEA U	12-163-81	NESE	Kuroki	48.95539695	-101.1077895
90094	DEMARS WSW 1	AB	BOTTINEA U	12-163-81	NENW	Kuroki	48.96429901	-101.1152035
5478	MOORE-JENSEN 1-R	AB	BOTTINEA U	15-162-80	SESW	South Westhope	48.85157772	-101.0295283
5848	MOORE-JENSEN 2-R	AB	BOTTINEA U	15-162-80	NWSW	South Westhope	48.85606105	-101.0350145
10219	MARTIN 1	AB	BOTTINEA U	2-162-80	SWSE	South Westhope	48.88069626	-101.0024372
5367	WRIGHT 13-12	PA	BOTTINEA U	12-163-81	NWSW	Kuroki	48.95722726	-101.1219728
5638	STAVENS 1	PA	BOTTINEA U	11-163-81	SESE	Kuroki	48.95334014	-101.1268757
15464	WRIGHT 3	PA	BOTTINEA U	12-163-81	SWNW	Kuroki	48.9606	-101.121944
17503	LODOEN 1	PA	BOTTINEA U	11-163-81	SESE	Kuroki	48.96064099	-101.1276151
19194	LODOEN 11 - 8 H	PA	BOTTINEA U	11-163-81	NENE	Kuroki	48.962478	-101.125822
401172-01	Kuroki Madison Unit	AB	BOTTINEA U	12-163-81	NENW	Kuroki	48.9666	-101.1164
13299	KOEHLER 32-23 #2	PA	BOTTINEA U	23-162-81	SWNE	Stinson	48.84497056	-101.1336418

Note: There is around 11 miles of flowlines and water transfer lines kine the Kuroki field.



PO Box 13500
Grand Forks, ND 58208-3500
701.746.7491

Reclamation Package 5

Mahoney 2

(Gross) \$ 75,000.00 - (Salvage Value) \$ - 0 -
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 77,000.00 Dollars (\$)

Stavens 14-1

(Gross) \$ 64,000.00 - (Salvage Value) \$ - 0 -
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 66,000.00 Dollars (\$)

Cameron 1

(Gross) \$ 150,000.00 - (Salvage Value) \$ - 0 -
+ (Potential Extras Estimate) \$ 15,000.00
= (Total Bid Amount) \$ 165,000.00 Dollars (\$)

Stavens 1 HZ

(Gross) \$ 76,000.00 - (Salvage Value) \$ - 0 -
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 78,000.00 Dollars (\$)

Cameron 1 HZ

(Gross) \$ 127,000.00 - (Salvage Value) \$ - 0 -
+ (Potential Extras Estimate) \$ 15,000.00
= (Total Bid Amount) \$ 142,000.00 Dollars (\$)

Cameron 1-11 H

(Gross) \$ 74,000.00 - (Salvage Value) \$ - 0 -
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 76,000.00 Dollars (\$)

Lodoen 11-7H

(Gross) \$ 136,000.00 - (Salvage Value) \$ - 0 -
+ (Potential Extras Estimate) \$ 10,000.00
= (Total Bid Amount) \$ 146,000.00 Dollars (\$)



PO Box 13500
Grand Forks, ND 58208-3500
701.746.7491

Reclamation Package 5

Wright 12-12H

(Gross) \$ 75,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 5,000.00
= (Total Bid Amount) \$ 80,000.00 Dollars (\$)

Cameron 14-1

(Gross) \$ 72,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 74,000.00 Dollars (\$)

Cameron 1-12

(Gross) \$ 91,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 93,000.00 Dollars (\$)

Wright 12-10

(Gross) \$ 162,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 164,000.00 Dollars (\$)

Demars WSW 1

(Gross) \$ 100,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 102,000.00 Dollars (\$)

Moore-Jensen 1-R

(Gross) \$ 115,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 117,000.00 Dollars (\$)

Moore-Jensen 2-R

(Gross) \$ 57,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 59,000.00 Dollars (\$)



PO Box 13500
Grand Forks, ND 58208-3500
701.746.7491

Reclamation Package 5

Martin 1

(Gross) \$ 95,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 97,000.00 Dollars (\$)

Wright 13-12

(Gross) \$ 47,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 49,000.00 Dollars (\$)

Stavens 1

(Gross) \$ 72,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 7,000.00
= (Total Bid Amount) \$ 79,000.00 Dollars (\$)

Wright 3

(Gross) \$ 61,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 63,000.00 Dollars (\$)

Lodoen 1

(Gross) \$ 46,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 48,000.00 Dollars (\$)

Lodoen 11-8 H

(Gross) \$ 44,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 46,000.00 Dollars (\$)

Kuroki Madison Unit

(Gross) \$ 220,000.00 - (Salvage Value) \$ -0-
+ (Potential Extras Estimate) \$ 10,000.00
= (Total Bid Amount) \$ 230,000.00 Dollars (\$)



PO Box 13500
Grand Forks, ND 58208-3500
701.746.7491

Reclamation Package 5

Koehler 32-23 #2
(Gross) \$ 165,000.00 - (Salvage Value) \$ - 0 -
+ (Potential Extras Estimate) \$ 2,000.00
= (Total Bid Amount) \$ 167,000.00 Dollars (\$)



1225 S. Broadway Minot, ND 58701
Office 701.852.4560 Fax 701.852.9202

COMPENSATION RATES FOR UNKNOWN ADDITIONAL ITEMS OF WORK

Excluded from Strata's base bid is Tenorm disposal, contamination removal, lab testing and import clay material. In the event excluded items of work are required the following would apply for those additional items of work:

Contaminated Soil Materials (remove/load/transport/disposal fee) = \$92.00/Per Ton.

Contaminated Water (remove/load/transport/disposal fee) = \$435.00/Per Ton.

Imported Clay Material for Backfill = \$23.00/Per CY.

Cost for Lab Testing of Materials to be invoiced at cost plus 10% Strata Markup.

Cost for disposal of Tenorm to be invoiced at cost plus 10% Strata Markup.

The above applies to Packages #1, 2 and 5.

State of North Dakota SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 693

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **STRATA CORPORATION** whose address is in GRAND FORKS, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

STRATA CORPORATION is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 4, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

STRATA CORPORATION

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 693



NORTH DAKOTA
DEPARTMENT of HEALTH

ENVIRONMENTAL HEALTH SECTION
Gold Seal Center, 918 E. Divide Ave.
Bismarck, ND 58501-1947
701.328.5200 (fax)
www.ndhealth.gov



SOLID WASTE TRANSPORTER PERMIT
PERMIT NUMBER WH-0759

PERMITTEE: Strata Corporation

Pursuant to Chapter 23-29 (Solid Waste Management Act) and Chapter 23-20.3 (Hazardous Waste Management Act) of the North Dakota Century Code (NDCC) and Article 33-20 (Solid Waste Management Rules) and Article 33-24 (Hazardous Waste Management Rules) of the North Dakota Administrative Code (NDAC) a permit is hereby issued by the North Dakota Department of Health to **Strata Corporation** (hereinafter called the Permittee) to transport solid wastes.

The Permittee must comply with all the terms and conditions of this permit. This permit consists of the conditions contained in Modules I and II and applicable rules contained in Articles 33-20 and 33-24 NDAC.

This permit is based on the premise that the information submitted in the permit application dated April 10, 2013 and subsequent revisions are accurate and that the transportation vehicles and units are in good condition and will be operated as specified in the application, as part of the permit. Any inaccuracies or misrepresentations found in the application may be grounds for the termination or modification of this permit, in accordance with Section 33-20-02.1-06 or Sections 33-24-06-12 through 33-24-06-14 NDAC, or both. The Permittee must inform the North Dakota Department of Health of any deviations from/or changes in the information in the application which would affect the Permittee's ability to comply with the applicable rules or permit conditions.

This permit is effective as of June 27, 2013 and shall remain in effect until June 27, 2023, unless revoked and reissued (Section 33-20-02.1-06 and Section 33-24-06-12 NDAC) or terminated (Section 33-24-06-13 NDAC).

Signature: *Curtis L. Erickson*
Curtis L. Erickson, Program Manager
Hazardous Waste Program
Division of Waste Management
North Dakota Department of Health

Date: *April 18, 2013*

Environmental Health
Section Chief's Office
701.328.5150

Division of
Air Quality
701.328.5188

Division of
Municipal Facilities
701.328.5211

Division of
Waste Management
701.328.5166

Division of
Water Quality
701.328.5210



LLA Reclamation Pricing Structure

- Bids were determined per procedure provided and include MOB/DEMOB, Excavation, Surface material disposal (noncontaminated), Required topsoil material including delivery, planting of location.

- Instances billed at additional expense
 - **Contaminated Soil Removal** - \$78.00/ton to include trucking, disposal, backfill material, and excavation.
 - **Flowline removal** – (Surface & Subsurface) Please refer to time and material rate sheet.
 - **Facility Removal** – Please refer to time and material rate sheet.

Please refer to the rate sheet included within the package for T&M Rates.

Best Regards,

Chase Conway

Basin Service Company, Inc.

701-721-5999

Cconway@basinnation.com



9926 Hwy 83 – P.O. Box 397 – Westhope, ND 58793
ph: 701-245-6479 ; 701-245-6143 ; fax: 701-245-6416
basinoffice@basinnation.com

BASIN SERVICE COMPANY, INC. - Current Rates

PO Box 397
9926 Highway 83
Westhope, ND 58793

Effective - 10/15/2022

Service Offered	Rate
Hot Oil Trucks	
Hourly Rate (Includes Operator/Truck/Trailer)	\$175.00
Propane	Cost
Winch Trucks	
Hourly Rate (Includes Operator/Truck) Bobtail	\$155.00
w/ Trailer (Operator/Truck/Trailer) w/ BWIT-43, BFT-29, DJT-1	\$165.00
Water Trucks	
Hourly Rate (Includes Operator/Truck/Trailer)	\$155.00
Fluid Trailer (Included with truck)	\$-----
Flat Bed Trailer (per day rental, when left on site)	\$200.00
Per/BBL – depending upon mileage	\$-----
Oil Trucks	
Per/BBL – depending upon mileage	\$-----
Vac Trucks (Units BW-992 and BW-32)	
Hourly Rate (Includes Operator/Truck)	\$155.00
Side Dump Trailer w/ Truck	
Hourly Rate (Includes Operator/Truck/Trailer)	\$155.00
Disposal Fee to a Basin Disposal	
Production Water (per BBL)	\$0.75
Pit Water (per BBL)	\$1.75
Swab/Frac/Flowback Water (per BBL)	\$2.50
Roustabout/Dirt Work/Other	
(per Hour except where noted)	
(operator rate <u>not</u> included in equipment prices)	
Roustabout Foreman Rate (per man/per hour)	\$65.00
Roustabout Laborer Rate (per man/per hour)	\$60.00
Truck & Tools (hourly - charged for all roustabout work)	\$65.00
Welding Truck	\$80.00
Bucket Truck	\$80.00
Bobcat or Cat Skid Steer	\$75.00
Bobcat W/Teleboom	\$80.00
Auger	\$80.00
Backhoe (Frost or Sectional-\$95.00)	\$90.00
Road Grader (With Wing \$135)	\$125.00
Payloader	\$100.00
Excavator	\$150.00
Trencher DW R115 (bid per foot)	\$ / Ft
Trencher DW R115 (hourly) (Frost \$145.00)	\$125.00
Poly Fuser	\$150.00/Day
Pressure washer (solvent extra)	\$100.00
Water Pump	\$150.00/day
Man lift (day rate)	\$400/day
Gooseneck Trailers/Day when left on location	\$200.00
Enclosed Car Trailer/Day	\$200.00
Tractor with Mower	\$85.00
Tractor with Snowblower	\$95.00
Snow Plow W/Wing	\$110.00
Rentals	
Matting Boards/Day	\$35.00
Mud Tank (day rate)	\$70.00
Frac Tank (day rate)	\$35.00
Test Tank (day rate)	\$35.00

BOP flange (day rate) \$50.00

Supervision

Senior Supervision per day	\$1,000
Supervision per day	\$750
Pickup/Computer for Supervisor per day	\$100.00
Shoot fluid level per well	\$250

NOTE:

Third party charges will be invoiced at cost plus 15%.
All ND and Federal Highway permits are charged at cost plus 15%.
All rates subject to change.
Updated: 11/30/2022

Package 5

Well Name	Well Bid	
Mahoney 2	\$	33,000.00
Stavens 14-1	\$	26,800.00
Cameron 1	\$	53,325.00
Cameron 1 HZ	\$	53,325.00
Stavens 1hz	\$	51,617.75
Cameron 1-11H	\$	61,568.00
Lodoen 11-7H	\$	137,925.88
Wright 12-12H	\$	57,037.38
Cameron 1-14	\$	42,304.48
Cameron 1-12	\$	101,063.70
Wright 12-10	\$	131,022.00
Demars wsw 1	\$	15,518.75
Moore Jensen 1-R	\$	58,103.75
Moore Jensen 2-R	\$	46,088.30
Martin 1	\$	50,364.83
Wright 13-12	\$	28,340.25
Stavens 1	\$	18,117.75
Wright 3	\$	30,273.50
Lodoen 1	\$	31,562.75
Lodoen 11-8H	\$	64,423.50
Kuroki Madison Unit	\$	112,773.75
Koehler 32-23 2H	\$	112,212.50
Package 5 Total	\$	1,316,768.80

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 38073

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **BASIN SERVICE COMPANY, INC.** whose address is in WESTHOPE, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

BASIN SERVICE COMPANY, INC. is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 7, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

BASIN SERVICE COMPANY, INC.

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 38073



November 30, 2022

Cody VanderBusch

Teraflex Group, LLC makes the following assumptions and qualifications concerning this proposal.

1. TNORM disposal or testing is excluded from this proposal.
2. Disposal of anodes from treaters is excluded if TNORMS are present.
3. Disposal of all liquids from tanks and flow line cleaning and flushing is included. Contaminated soil will be removed on a per hour basis and disposal is at \$ 38.50 / Ton and trucking at \$ 128.00 per hour
4. We assumed all existing wells will be capped and pump jacks disconnected.
5. We included all Hydrovac work in our proposal.
6. Teraflex Group, LLC is a full-service civil contractor with over 10 years of experience in the oil and gas industry. Our services include complete site builds, facility construction, maintenance, roustabout services, complete site demolition both surface and underground. We have done numerous spill cleanups and work closely with a few insurance carriers and operators in our area. We also have excellent relationships disposal facilities in our immediate area. We have a work force of 70 hands and over 100 pieces of equipment in our fleet.

General Contractors-Excavation-Grading-Heavy Hwy-Public Utilities-Oil & Gas

North Carolina Office
52 Walnut St, Suite 7
Waynesville NC 28786

ND – Corporate Office
1015 58th Street West | PO Box 10482
Williston ND 58803
Ph: 701.774.9816 | Fax: 701.774.9817

Utah Office
244 Paxton Ave
Salt Lake City, UT 84101

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 519,206.00 - (Salvage Value) 200.00
+ (Potential extras estimate) 0
= (Total bid amount) 519,006.00 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 Reclamation 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 1 day of December 2022.

Teraflex Group LLC
Name of Bidder

Zachary Cabe Brown
Signature

PO Box 10482 Williston ND 58803
Business Address

701-774-9816
Business Telephone Number

ABC@teraflexgroup.com
Email



PACKAGE 5 - SITES	TOTAL
CAMERON 1-12	\$ 18,595.00
CAMERON 1-14	\$ 18,595.00
CAMERON 1	\$ 42,267.00
CAMERON 1-11H	\$ 18,595.00
CAMERON 1HZ	\$ 40,767.00
DEMARS WSW -1	\$ 21,595.00
KOEHLER 32-23 -2	\$ 19,695.00
KUORKI MADISON UNIT	\$ 24,195.00
LODOEN 1-11H	\$ 18,595.00
LODOEN 1	\$ 19,695.00
LODOEN11-8	\$ 19,695.00
MAHONEY 2	\$ 19,695.00
MARTIN 1	\$ 19,695.00
MOORE-JENSEN 1-R	\$ 40,267.00
MOORE JENSEN 2-R	\$ 26,695.00
STAVENS 1	\$ 19,695.00
STAVENS 1HZ	\$ 22,195.00
STAVENS 14-1	\$ 18,595.00
WRIGHT 3	\$ 19,695.00
WRIGHT 12-10	\$ 21,595.00
WRIGHT 12-12H	\$ 29,095.00
WRIGHT 13-12	\$ 19,695.00
TOTAL PACKAGE 5	\$ 519,206.00

ATTACHMENT B

Package 5 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
5848	MAHONEY 2	AB	BOTTINEA U	12-163-81	SWSW	Kuroki	48.95377635	-101.122703
14709	STAVENS 14-1	AB	BOTTINEA U	14-163-81	NENE	Kuroki	48.95015912	-101.1275691
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19463	CAMERON 1 - 12	AB	BOTTINEA U	1-163-81	NWSW	Kuroki	48.97079796	-101.1204432
21279	WRIGHT 12-10	AB	BOTTINEA U	12-163-81	NESE	Kuroki	48.95539695	-101.1077895
90094	DEMARS WSW 1	AB	BOTTINEA U	12-163-81	NENW	Kuroki	48.96429901	-101.1152035
5478	MOORE-JENSEN 1-R	AB	BOTTINEA U	15-162-80	SESW	South Westhope	48.85157772	-101.0295283
5848	MOORE-JENSEN 2-R	AB	BOTTINEA U	15-162-80	NWSW	South Westhope	48.85606105	-101.0350145
10219	MARTIN 1	AB	BOTTINEA U	2-162-80	SWSE	South Westhope	48.88069626	-101.0024372
5367	WRIGHT 13-12	PA	BOTTINEA U	12-163-81	NWSW	Kuroki	48.95722726	-101.1219728
5638	STAVENS 1	PA	BOTTINEA U	11-163-81	SESE	Kuroki	48.95334014	-101.1268757
15464	WRIGHT 3	PA	BOTTINEA U	12-163-81	SWNW	Kuroki	48.9606	-101.121944
17503	LODOEN 1	PA	BOTTINEA U	11-163-81	SESE	Kuroki	48.96064099	-101.1276151
19194	LODOEN 11 - 8 H	PA	BOTTINEA U	11-163-81	NENE	Kuroki	48.962478	-101.125822
401172- 01	Kuroki Madison Unit	AB	BOTTINEA U	12-163-81	NENW	Kuroki	48.9666	-101.1164
13299	KOEHLER 32-23 #2	PA	BOTTINEA U	23-162-81	SWNE	Stinson	48.84497056	-101.1336418

Note: There is around 11 miles of flowlines and water transfer lines kine the Kuroki field.

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 54732

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **TERAFLEX GROUP, LLC** whose address is in WILLISTON, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

TERAFLEX GROUP, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 23, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

TERAFLEX GROUP, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

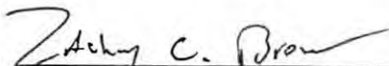
License # 54732




AGREEMENT / AUTHORITY TO SIGN

Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

All Necessary Acts: The Members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all Members of the LLC, may certify to other businesses or financial institutions as to the authority of one or more Members or officers of this LLC to transact specific items of business on behalf of the LLC.



Zachary C. Brown
Managing Member



George A. Brown III
Managing Member

General Contractors-Excavation-Grading-Heavy Hwy-Public Utilities-Oil & Gas

<i>North Carolina Office</i>	<i>ND - Corporate Office</i>	<i>Utah Office</i>
52 Walnut St, Suite 7	1015 58 th Street West/PO Box 10482	244 Paxton Ave
Waynesville NC 28786	Williston ND 58803	Salt Lake City, UT 84101
Ph: 701.774.9816 Fax: 701.774.9817		



North Dakota Office
1015 58th Street W
Williston, ND 58801
(701)774-9816
(701)774-9817 fax
Mailing Address:
P O Box 10482
Williston, ND 58803

EQUIPMENT DESCRIPTION		HOURLY RATE
EXCAVATORS		
CAT 305 EXCAVATOR		\$ 68.00
CAT308 EXCAVATOR		\$ 78.00
CAT315 EXCAVATOR		\$ 100.00
CAT320 EXCAVATOR		\$ 104.00
CAT323 EXCAVATOR		\$ 126.50
CAT329 EXCAVATOR		\$ 136.50
CAT335 EXCAVATOR		\$ 142.00
CAT336 EXCAVATOR		\$ 144.50
BACKHOE		
CAT430 RUBBER TIRE BACKHOE		\$ 78.00
ATTACHMENTS - BROOM, FORK, BUCKET		
DOZERS		
CATD5G DOZER		\$ 84.00
CAT D5K2-LPG DOZER		\$ 94.50
JD 700 K DOZER		\$ 116.50
CATD6T DOZER		\$ 133.25
CAT D8K DOZER		\$ 221.00
MOTORGRADER		
CAT140 MOTORGRADER		\$ 118.75
CAT160M MOTORGRADER		\$ 128.75
SKIDSTEER		
CAT279C SKIDSTEER		\$ 76.50
W/ATTACHMENTS - BUSHHOG, BROOM, AUGER		\$ 88.50
OFF-ROAD TRUCK		
VOLVO A25 ARTICULATED TRUCK		\$ 98.00
CAT ARTICULATED DUMP TRUCK		\$ 126.00
COMPACTORS		
CAT563-SOIL COMPACTOR		\$ 82.50
CAT 815 COMPACTOR		\$ 225.00
TRENCH ROLLER (NO OPERATOR)		\$ 40.00
LOADERS		



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(701)774-9817 fax
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Williston, ND 58803

EQUIPMENT DESCRIPTION		HOURLY RATE
CAT 938M FRONT END LOADER		\$ 111.50
CAT 930 FRONT END LOADER		\$ 101.50
JD 7230 4 WHEEL DRIVE FARM TRACTOR		\$ 82.50
SCRAPERS		
CAT627 SCRAPER		\$ 390.00
LIGHT PLANTS		
ALLMAND LIGHT-PRO LIGHT TOWER (DAY RATE)		\$ 120.00
MISCELLANEOUS EQUIP		
AIR COMPRESSOR - (DAY RATE)	DAYRATE	\$ 300.00
AIR COMPRESSOR (LARGE) - (DAY RATE)	DAYRATE	\$ 2,500.00
BUSH HOG MOWER - 15' DECK		\$ 38.00
CEMENT PIG (DAY RATE)	DAYRATE	\$ 550.00
COMPACTOR - PLATE TAMP	DAYRATE	\$ 75.00
CONTANT C-915D SNOW BLOWER		\$ 395.00
CUT OFF SAW	DAYRATE	\$ 75.00
FLAMELESS HEATER	DAYRATE	\$ 375.00
GLYCOL GROUND HEATER	DAYRATE	\$ 475.00
HUSQVARNA WEED EATER		\$ 9.00
HYDRO-EXCAVATOR (5-AXLE)		\$ 310.00
HYDROVAC TRAILER & TRUCK		\$ 250.00
JEEP TESTER (DAY RATE)	DAYRATE	\$ 150.00
JOB TRAILER - (DAY RATE)	DAYRATE	\$ 325.00
DUMP TRAILER	DAYRATE	\$ 20.00
MANLIFT	DAYRATE	\$ 450.00
POLY FUSER		\$ 235.00
POSITECTOR TESTER (DAY RATE)		\$ 150.00
PRESSURE WASHER(HOT)-TRAILER MOUNTED	W/O OPER	\$ 50.00
SANDBLASTER (DAY RATE)	DAYRATE	\$ 175.00
SEED DRILL (10FT)	DAYRATE	\$ 125.00
SOIL DISK (12FT)	DAYRATE	\$ 200.00
SNOW BOX	DAYRATE	\$ 75.00
TELEHANDLER (DAY RATE)	DAYRATE	\$ 450.00
THAWING BLANKET (DAY RATE)	DAYRATE	\$ 75.00
THREADING MACHINE		\$ 240.00
WACKER - WATER PUMP		\$ 28.00
WIRTGEN 2500		\$ 400.00
GATE PANELS (SAFETY) DAYRATE	DAYRATE	\$ 3.00



North Dakota Office
1015 58th Street W
Williston, ND 58801
(701)774-9816
(701)774-9817 fax
Mailing Address:
P O Box 10482
Williston, ND 58803

EQUIPMENT DESCRIPTION	HOURLY RATE
ON-ROAD TRUCKS	
1/2 TON PICK-UP - SUPERVISOR	\$ 50.00
3/4 TON PICK UP - CREW	\$ 28.50
HOT SHOT TRUCK & TRAILER	\$ 66.00
LOWBOY TK WITH TRAILER W/STINGER	\$ 132.75
ON-ROAD WATER TRUCK 1800 GAL	\$ 55.00
ON-ROAD WATER TRUCK 4000 GAL	\$ 74.00
ROUSTABOUT TRUCK	\$ 55.00
CEMENT SPREADER TRUCK	\$ 133.00
SALT SPREADER TRUCK - TON	\$ 115.00
TK WITH 130BBL VAC TRAILER	\$ 107.00
TK WITH SIDE - BELLY DUMP TRAILER	\$ 107.00
TRI-AXLE END DUMP TRUCK	\$ 75.00
TRI-AXLE END DUMP TRUCK/ TRAILER	\$ 98.00
WELDER TRUCK	\$ 55.00
PERSONNEL	
ADMINISTRATION	\$ 45.00
LABORER	\$ 58.00
TRUCK DRIVER	\$ 63.00
OPERATOR	\$ 63.00
SUPERVISOR	\$ 70.00
WELDER	\$ 85.00
PROJECT MANAGER	\$ 105.00



December 1, 2022

Mr. Cody VanderBusch
NDIC Oil & Gas Division
1016 E. Calgary Ave
Bismark, ND 58503-5512

SUBJECT: Reclamation Package 5

Dear Mr. VanderBusch:

North Wind Site Services, LLC is pleased to present our proposal in response to the subject solicitation for well location reclamation.

North Wind Site Services is an SBA-certified 8(a) small, disadvantaged business specializing in environmental services. We offer the State of North Dakota a low-risk, experienced, and cost-effective contractor with the in-house capabilities to build teams as well as package and deliver full-service projects. North Wind has oil and gas experts on staff who will be assigned to all North Dakota reclamation projects if awarded.

North Wind Site Services understands that orphan well programs throughout the U.S. are complex in all respects, including building access to the well sites; safely and efficiently abandoning downhole scenarios; removing and remediating surface equipment, buried pipelines, and contaminated soils; and reclaiming disturbed areas wherein the land, air, and water are returned to an "untouched" status.

Our expertise in oil and gas site reclamation has been gained on previous projects for the Federal Bureau of Land Management (BLM) in Wyoming and the U.S. Forest Service in Tennessee. In addition, we have successfully completed reclamation projects for the BLM at mine sites in California, Colorado, and Nevada, the U.S. Department of Energy at the Energy Technology Engineering Center in California, the U.S. Army Corps of Engineers at EPA Superfund sites in Ohio and Oregon, and the Coeur D'Alene Trust in Idaho. As described in the attached flyer, North Wind Site Services brings a breadth of experience, not only in reclamation but in a full complement of services for state oil and gas programs.

As the president of North Wind Site Services, I welcome you to contact me regarding this proposal. I may be reached at kkearney@northwindgrp.com or (208) 520-0940.

We thank you for this opportunity to work with the State of North Dakota and look forward to assisting you with your reclamation requirements.

Warm Regards,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Kimberley Kearney, PMP
President, North Wind Site Services, LLC

ORPHAN WELLS

The U.S. Department of Interior defines an Orphan Well as *occurring when an operator fails to properly plug and remediate an oil and gas well, and no responsible party can be identified for cleanup activities.*

Proper plugging of orphan wells is necessary to protect public health and safety and conserve natural resources. The Orphan Well count is growing faster, and will continue to do so, than those wells that are being properly plugged and abandoned.

North Wind Group companies (North Wind) are small business leaders in the environmental, engineering, construction, and technical consulting industries. Our wide-ranging capabilities allow self-performance of nearly all aspects of any given work scope, providing our customers with significant cost savings.



PEOPLE

Our team offers...

- More than 2,000 field supervisors, heavy equipment operators, engineers, scientists, and regulatory and specialists available for deployment and support
- Above industry-average Health & Safety with an EMR 0.76
- \$450 million in bonding capacity backed by \$1 billion balance sheet



BENEFITS

North Wind brings...

- Teaming partners and deployable resources across the U.S., ensuring timely response when needs arise
- Proven and mature corporate infrastructure in place for more than 25 years and implemented on thousands of projects
- North Wind companies are wholly owned subsidiaries of Cook Inlet Region, Inc. (CIRI), an Alaska Native Corporation (ANC). The group of companies include small disadvantaged businesses, 8(a), and HUBZone companies.



SERVICES

- **Environmental**
 - Air Quality Monitoring
 - Surface and Groundwater Monitoring
- **Reclamation/Restoration**
 - Return Sites Back to "Natural" Condition
 - Removal of Pipelines and Old Surface Structures/Equipment
 - Covered Up Old Pits and Reseed
- **Remediation**
 - NORM Removal
- **Engineering**
- **Plug and Abandon (P&A) Subsurface Oil/Gas Wells and Groundwater Monitoring Wells**



BUSINESS LINES

North Wind has six business lines providing experienced and qualified solutions to meet all of your needs.

- Environmental Services
- Engineering Services
- Construction Services
- Facility Operation & Infrastructure Services
- IT/Cyber Enterprise Management Services
- Professional Services



For more information scan the QR code above or go to northwindgrp.com/what-we-do

Grant Smith, *Regional Director*
grant.smith@northwindgrp.com
(713) 519-9229

Kimberley Kearney, PMP
President North Wind Site Services
kkearney@northwindgrp.com | (208) 520-0940

EXAMPLE EXPERIENCE SUMMARY



BIG SOUTH FORK

Bureau of Land Management (BLM) | Fentress County, TN
Well plugging and surface remediation services located at 12 historic well sites within the Big South Fork National River and Recreation Area that included:

- All management, personnel, equipment, engineering, services and materials
- Mobilization and demobilization of personnel, equipment, materials, and supplies.
- Planning and execution of all site restoration and removals, including road repair
- Removal, testing, transporting, and disposing of all hazardous and nonhazardous oilfield waste, equipment, and materials in a manner that complies with all federal, state, and local regulations
- Kept premises free from accumulations of waste materials and debris, continuously evaluating if any materials were hazardous, and then responsible for the removal and proper disposal according to the Department of Environmental Quality
- Notified the site landowners and/or lease holders and the landowners and/or lease holders of any property used for ingress and egress prior to the commencement of work

FUN FACT
The first modern oil well in the U.S. was drilled by Edwin Drake in northwestern Pennsylvania in 1859.

RECLAMATION/REMEDICATION/RESTORATION PROJECTS

- **Energy Technology Engineering Center (ETEC)** | Simi Valley, CA | U.S. Department of Energy (DOE)
- **Luckey Formerly Utilized Sites Remedial Action Program (FUSRAP)** | Luckey, OH | U.S. Army Corps of Engineers (USACE)
- **Rand Mine Reclamation** | Kern County, CA | BLM
- **Frisco Bagley Mine Reclamation** | Bonita Peak, CO | BLM
- **Formosa Mine** | Douglas County, OR | USACE
- **Interstate Callahan Environmental Remediation, East Fork Nine Mile** | Silver Valley, ID | Coeur d'Alene Complex Superfund Site
- **Pine Bird Mine Environmental Remediation** | Cherry Creek, NV | BLM

GROUNDWATER MONITORING PROJECTS

- **Upper Blackfoot Mining Complex Monitoring** | Lincoln, MT | Montana Department of Environmental Quality (DEQ)
- **Technical and Remedial Services** | Coeur d'Alene Basin, ID | Idaho DEQ
- **Perfluorinated Compounds at Eielson Air Force Base and Moose Creek** | Moose Creek, AK | USACE
- **ETEC** | Simi Valley, CA | DOE
- **Atlas 12 Final Remedial Action** | Windsor, CO | USACE
- **Luckey FUSRAP** | Luckey, OH | USACE
- **Gilt Edge Mine Groundwater Investigation** | Lawrence County, SD | USACE
- **Jefferson Proving Grounds Environmental Radiation Monitoring** | IN | USACE

AIR MONITORING PROJECTS

- **ETEC** | Simi Valley, CA | DOE
- **Luckey FUSRAP** | Luckey, OH | USACE
- **Knolls Atomic Environmental Remediation Services Demolition and Removal** | Schenectady, NY | DOE
- **Lawrence Livermore Technical Assistance Contract** | Livermore, CA | DOE
- **Deactivation Project** | Paducah, KY | DOE
- **Container Ship Terminal Expansion Environmental Impact Statement** | Charleston, SC | South Carolina State Ports Authority
- **Air Permitting and Compliance Services** | Pickens/Anderson, SC | OWT Industries (Ryobi)
- **Air Permitting and Compliance Services** | Fletcher, NC | Wilsonart, LLC
- **Air Emissions Inventories, Title V Permit Renewal, and Misc. Air Quality Services** | AK and CO | Air Force Civil Engineering Center

WELL P&A AND DECOMMISSIONING PROJECTS

- **HAZMAT Cleanup** | 12 Western U.S. States | BLM
- **Big South Fork Oil and Gas Well P&A** | Fentress County, TN | BLM
- **Atlas 12 Final Remedial Action** | Windsor, CO | USACE
- **Los Alamos National Laboratory Deep Drilling Program** | New Mexico | DOE
- **ETEC** | Simi Valley, CA | DOE
- **Environmental Remediation of Haines Fuel Terminal** | Haines, AK | USACE



BID

Bid for reclamation 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, RECLAMATION SPECIFICATIONS, RECLAMATION 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 price of
(Gross) \$1,919,632.46 - (Salvage Value) See Attachment B
+ (Potential extras estimate) See Attachment A
= (Total bid amount) \$1,919,632.46 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 Reclamation 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 1st day of December 2022.

North Wind Site Services, LLC

Name of Bidder



Signature

1425 Higham St., Idaho Falls, ID 83402

Business Address

208-520-0940

Business Telephone Number

kkearney@northwindgrp.com

Email

Table of Contents

Table of Contents.....	1
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Inclusions	2
Exclusions.....	3
Detailed Cost Estimate by Well.....	4
Attachment A – Potential Extra Costs.....	5
Attachment B – Potential Salvage Values	5

Assumptions

- All wells will be plugged by June 2023 to facilitate mobilization for reclamation to meet required period of performance.
- The State will provide Right of Entry for all locations regardless of ownership.
- Reclamation is to be completed to the standards set forth in the specification and as defined in NDAC 43-02-03-34.1. Landowner expectations beyond the established standard will require resolution assistance and/or additional charge approval.
- Abandoned flowlines intact and functional for flushing and abandonment.
- No GIS deliverables as required by North Dakota Administrative Code 43-02-03-29.1 will be provided documenting pipeline abandonment. Daily activity reports will be used to record a description of pipeline abandonment completed each day including locations of start and end points, type of fluid used, and estimated length.

Inclusions

- Removal of any remaining surface equipment and junk. Tanks, treaters, and electrical controllers are included at an additional cost see Attachment A.
- Surface material stripping.
- North Wind will flush flowlines with fresh water and cut and cap 3' below final contour. Water will be disposed of at an authorized facility, not to exceed 45 BBL. Attachment A includes cost for additional flushing and disposal rates. Flowlines above 3' will be removed and disposed of.
- Flowlines to be flushed to facility onsite (Treater, CTB, etc.) or to the extent of site pad area or lease road under scope for reclaiming.
- North Wind will provide contaminated soil removal down to 4' at prices provided in Attachment A.
- Locations and lease roads will be re-countered to blend in with surrounding topography to restore natural drainage of area.
- Rocks will be buried as needed.
- North Wind will bring in and spread 6" of topsoil at well location and lease road.
- All disturbed areas will be cultivated/ripped to alleviate compaction and prepare for seeding.
- North Wind will perform seeding to the native grass specifications for all areas where applicable.
- North Wind will submit to the commission photos of each location prior to work starting, mid-way through work, and after completing work. In addition, daily activity reports documenting dates, times, and work that was completed each day will be prepared and submitted.

Exclusions

- Exploratory excavation/locating services to find any abandoned or unlocatable flowlines.
- All winterization items are excluded, such as snow removal, frost laws permitting, road restrictions, heaters, extreme condition productivity, etc. If required, cost adders will apply.
- TENORM assessments and disposal.
- Removal and disposal of asbestos insulation.
- Fencing/Erosion Control
- H2S support services will be billed at an additional cost.
- No disposal/salvage is included for vehicles abandoned on locations since a title is required to perform these tasks.
- Removal of any utility services from site. Electric contractor or utility provider to disconnect power at meter and remove any transformers and/or underground electric boxes on location. North Wind will verify all locations have been deenergized prior to beginning work at locations where electrical is present.

Detailed Cost Estimate by Well

Well Location	Bid Amount
Mahoney 2	\$ 50,287.75
Stavens 14-1	\$ 43,254.39
Stavens 1 HZ	\$ 81,197.27
Cameron 1	\$ 89,218.15
Cameron 1 HZ	\$ 89,164.25
Cameron 1-11 H	\$ 80,013.58
Lodoen 11-7H	\$ 108,294.51
Wright 12-12H	\$ 73,413.76
Cameron 1-14	\$ 62,339.15
Cameron 1-12	\$ 94,128.21
Wright 12-10	\$ 124,805.45
Demars WSW 1	\$ 192,858.01
Moore-Jensen 1-R	\$ 86,826.16
Moore-Jensen 2-R	\$ 55,542.36
Martin 1	\$ 85,215.00
Wright 13-12	\$ 71,541.16
Stavens 1	\$ 60,135.07
Wright 3	\$ 45,524.31
Lodoen 1	\$ 28,604.17
Lodeoen 11-8 H	\$ 105,916.48
Kuroki Madison Unit	\$ 186,076.28
Koehler 32-23 #2	\$ 105,276.99

Attachment A – Potential Extra Costs

Extra	Cost	Unit
Contaminated Soil Disposal (Includes Hauling)	\$ 274.52	CY
Topsoil	\$ 15.53	CY
Topsoil Hauling	\$ 140.00	Hour
Fresh Water	\$ 6.00	BBL
Contaminated Water Disposal	\$ 35.00	BBL
Hydrovac Truck	\$ 400.00	Hour
Vac Truck	\$ 175.00	Hour

Attachment B – Potential Salvage Values

Due to market volatility, salvage value will be provided at time of salvage less freight and administrative costs.

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000047187

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **North Wind Site Services, LLC** whose address is in KNOXVILLE, TN, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

North Wind Site Services, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: July 15, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

North Wind Site Services, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000047187



STATE OF NORTH DAKOTA
 OFFICE OF STATE TAX COMMISSIONER
 BRIAN KROSHUS, COMMISSIONER

November 18, 2022

Ref: L1710635136
 Acct: 5956402-CCT-002

NORTH WIND SITE SERVICES LLC
 1425 HIGHAM ST
 IDAHO FALLS ID 83402-1513

(083) 

North Dakota Contractor’s Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner’s records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor’s Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
BRIAN KROSHUS, COMMISSIONER

November 18, 2022

Ref: L0368457856
Acct: 5956402-CCT-002

NORTH WIND SITE SERVICES LLC
1425 HIGHAM ST
IDAHO FALLS ID 83402-1513

(083) 

North Dakota Contractor’s Tax Clearance – Expires December 31, 2023.

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This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

Date Operations Ceased
In North Dakota

Signature

Date

BID

Bid for reclamation of the following well sites: Package 5

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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross)	\$1,057,845.69	- (Salvage Value)	\$10,000.00
+ (Potential extras estimate)	\$158,676.85		
= (Total bid amount)	\$1,206,522.54		dollars (\$).

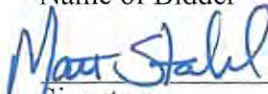
Contractor hereby agrees that it shall comply with all Federal requirements including Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (as noted in **Attachment A** of Bid Notification).

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 Reclamation 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 1st day of December 2022.

Badlands Contracting, LLC

Name of Bidder



Signature

500 2nd Ave SW Watford City, ND 58854

Business Address

(701) 502-2007

Business Telephone Number

KNorbeck@badlandscontracting.com

Email

Reclaim Package 5

Package	FileNo	Well Name & Number	Status	County	Total
Package 5	5848	MAHONEY 2	AB	BOTTINEAU U	\$ 20,091.27
Package 5	14709	STAVENS 14-1	AB	BOTTINEAU	\$ 19,416.77
Package 5	15643	CAMERON 1	AB	BOTTINEAU U	\$ 28,316.67
Package 5	17611	STAVENS 1 HZ	AB	BOTTINEAU	\$ 37,274.53
Package 5	17653	CAMERON 1 HZ	AB	BOTTINEAU U	\$ 31,705.33
Package 5	18264	CAMERON 1-11 H	AB	BOTTINEAU U	\$ 76,181.67
Package 5	18962	LODOEN 11-7H	AB	BOTTINEAU	\$ 62,106.77
Package 5	19062	WRIGHT 12-12H	AB	BOTTINEAU U	\$ 31,609.57
Package 5	19229	CAMERON 1-14	AB	BOTTINEAU U	\$ 23,326.03
Package 5	19463	CAMERON 1 - 12	AB	BOTTINEAU	\$ 39,358.17
Package 5	21279	WRIGHT 12-10	AB	BOTTINEAU U	\$ 66,238.43
Package 5	90094	DEMARS WSW1	AB	BOTTINEAU	\$ 136,537.40
Package 5	5478	MOORE-JENSEN 1-R	AB	BOTTINEAU U	\$ 34,710.73
Package 5	5848	MOORE-JENSEN 2-R	AB	BOTTINEAU U	\$ 30,474.33
Package 5	10219	MARTIN 1	AB	BOTTINEAU	\$ 51,370.37
Package 5	5367	WRIGHT 13-12	PA	BOTTINEAU U	\$ 19,997.77
Package 5	5638	STAVENS 1	PA	BOTTINEAU	\$ 15,542.67
Package 5	15464	WRIGHT 3	PA	BOTTINEAU U	\$ 20,661.90
Package 5	17503	LODOEN 1	PA	BOTTINEAU U	\$ 15,621.63
Package 5	19194	LODOEN 11 - 8 H	PA	BOTTINEAU	\$ 35,452.37
Package 5	401172-01	Kuroki Madison Unit	AB	BOTTINEAU U	\$ 47,816.13
Package 5	13299	KOEHLER 32-23#2	PA	BOTTINEAU U	\$ 66,568.33
Package 5		Cap & Flush 11 miles of flowlines and water transfer lines kine the Kuroki field.			\$ 147,466.86

Total Gross \$ **1,057,845.69**

Fushing & Cap 11 miles of flowline assumes system is tied in.

Less Salvage \$ **(10,000.00)**

See note on flushing quantities

Plus Extras \$ **158,676.85**

Total Bid Amount \$ **1,206,522.54**

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 58132

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **BADLANDS CONTRACTING, LLC** whose address is in WATFORD CITY, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

BADLANDS CONTRACTING, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 4, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BID

Bid for reclamation 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, RECLAMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 1,198,454.80 - (Salvage Value) -16,780.80
+ (Potential extras estimate) 153,075.38
= (Total bid amount) 1,334,749.38 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 Reclamation 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 1st day of December 2022.

Radiation Pros, LLC
Name of Bidder

Kurt Rhea
Signature

14 Inverness Dr. E, Suite A-220, Englewood, CO 80112
Business Address

720-771-0200
Business Telephone Number

kurt.rhea@radpros.com
Email

Bid Package 5

Site	Gross	Salvage Value	Potential Extras	Total Bid Amount
MAHONEY 2	\$46,006.51	-\$1,404.53	\$50,634.65	\$95,236.62
STAVENS 14-1	\$52,337.99	-\$944.53	\$14,279.32	\$65,672.78
CAMERON 1	\$60,219.69	-\$2,094.53	\$16,302.03	\$74,427.18
CAMERON 1 HZ	\$64,674.41	-\$1,150.00	\$10,008.42	\$73,532.83
STAVENS 1 HZ	\$54,272.35	-\$690.00	\$9,661.09	\$63,243.44
CAMERON 44572	\$53,492.19	\$0.00	\$1,214.17	\$54,706.36
LODOEN 11-7H	\$66,683.58	-\$1,634.53	\$4,666.83	\$69,715.87
WRIGHT 12-12H	\$62,772.12	-\$690.00	\$3,386.93	\$65,469.05
CAMERON 1-14	\$59,025.71	\$0.00	\$3,280.06	\$62,305.77
CAMERON 1-12	\$81,327.21	\$0.00	\$2,882.53	\$84,209.74
WRIGHT 44905	\$92,065.32	-\$944.53	\$4,377.12	\$95,497.90
DEMARS WSW 1	\$40,887.41	\$0.00	\$625.19	\$41,512.60
MOORE-JENSEN 1-R	\$55,594.57	-\$1,634.53	\$3,820.92	\$57,780.96
MOORE-JENSEN 2-R	\$55,462.77	-\$1,634.53	\$5,082.05	\$58,910.28
MARTIN 1	\$52,306.52	-\$1,634.53	\$4,964.73	\$55,636.72
WRIGHT 13-12	\$37,123.20	\$0.00	\$491.60	\$37,614.80
STAVENS 1	\$66,094.01	-\$1,634.53	\$4,629.93	\$69,089.40
WRIGHT 3	\$31,939.98	\$0.00	\$1,975.06	\$33,915.03
LODOEN 1	\$31,299.29	\$0.00	\$1,950.77	\$33,250.06
LODOEN 11 - 8 H	\$48,439.59	\$0.00	\$2,948.76	\$51,388.36
Kuroki Madison Unit	\$55,523.81	\$0.00	\$3,167.36	\$58,691.18
KOEHLER 32-23 #2	\$30,906.57	-\$690.00	\$2,725.85	\$32,942.42
Totals	\$1,198,454.80	-\$16,780.80	\$153,075.38	\$1,334,749.38

Terms and Conditions

Client is responsible for any incremental costs associated with variations in transportation costs whether related to volume of material/debris transported, travel time to disposals facilities, or fuel surcharges. The volume of waste material and debris required to be disposed of and the backfill material required may also vary, despite our best estimates, creating variances (positive or negative) from this cost estimate. Client acknowledges that inclement weather, road closures, timely access to the sites, levels of impact due to salinity, hydrocarbons, or radioactivity, the volume and value of recyclable material or prices/credits for recovery of oil, extent of contamination, and the condition of the waste stream are all beyond RAD PROS' immediate control and these circumstances may impact the cost of management and disposal of any waste, potentially increasing or decreasing the final cost to the client. For the state's benefit, all 3rd party costs will be billed at cost +15%.



STATE OF NORTH DAKOTA
 OFFICE OF STATE TAX COMMISSIONER
 RYAN RAUSCHENBERGER, COMMISSIONER

October 29, 2021

Ref: L0739004544
 Acct: 5663885-CCT-004

RADIATION PROS, LLC
 14 INVERNESS DRIVE E STE A-220
 ENGLEWOOD CO 80112-5625

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date



STATE OF NORTH DAKOTA

Alvin A. Jaeger

Secretary of State

600 E Boulevard Avenue Dept 108
Bismarck, ND 58505-0500

Terrie Tyree
14 INVERNESS DRIVE EAST, SUITE A-220
ENGLEWOOD, CO 80112

02/22/2022

Receipt Detail

Receipt ID: 2859236

Receipt Total: \$90.00

Item	Description	Check/Ref #	Image ID	Fee	#	Total
Contractor License Renewal	RADIATION PROS, LLC - 0005534242	0005810412		\$90.00	1	\$90.00
Payment - Credit Card (web)	Terrie Tyree - 14 Inverness Drive East, Suite A-220, Englewood, CO 80112	AR0P7C8C971B				(\$90.00)
				Balance:		\$0.00

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000045113

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **RADIATION PROS, LLC** whose address is in ENGLEWOOD, CO, has filed in this office proper documents for a Contractor License valid until March 1, 2022, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

RADIATION PROS, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: June 4, 2021

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

RADIATION PROS, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2022 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000045113

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$663,645.94 - (Salvage Value) \$14,662.50
+ (Potential extras estimate) \$24,000.00
= (Total bid amount) \$672,983.44 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 Reclamation 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 30 day of November 2022.

Midwest Industrial Maintenance LLC
Name of Bidder

Darvine Bachran
Signature

5057 Owan Industrial Park Dr. #7 Williston, ND 58801
Business Address

(701) 645-3261
Business Telephone Number

info@midwestim.com
Email

Bid Package 5

Well Name	Cost	Equipment Salvage	Potential Extra Item	Potential Extra Cost	Net Total
Cameron 1-12	\$30,015.01	\$0.00	None		\$30,015.01
Cameron 1-14	\$29,328.61	\$0.00	None		\$29,328.61
Demars WSW	\$31,278.61	\$0.00	None		\$31,278.61
Lodoen 1	\$17,910.14	\$0.00	None		\$17,910.14
Lodoen 11-8H	\$20,130.14	\$0.00	None		\$20,130.14
Martin 1	\$48,174.07	\$2,188.75	None		\$45,985.32
Moore Jensen 1R	\$40,199.84	\$2,188.75	None		\$38,011.09
Moore Jensen 2R	\$36,057.36	\$1,700.00	None		\$34,357.36
Wright 13-12	\$18,806.54	\$0.00	None		\$18,806.54
Cameron 1HZ	\$30,233.84	\$1,700.00	None		\$28,533.84
Cameron 1-11	\$25,351.84	\$0.00	Surface	\$3,000.00	\$28,351.84
Cameron 1	\$30,992.33	\$0.00	None		\$30,992.33
Koehler 32-23 #2	\$27,089.13	\$1,700.00	Contour road	\$3,000.00	\$28,389.13
Kuroki Madison Unit	\$35,540.54	\$85.00	Impacted soils, Line Flush	\$12,500.00	\$47,955.54
Lodoen 11-7H	\$36,292.66	\$1,700.00	Contour	\$2,500.00	\$37,092.66
Mahoney 2	\$39,468.19	\$0.00	None		\$39,468.19
Stavens 1 HZ	\$18,806.54	\$0.00	None		\$18,806.54
Stavens 1	\$24,114.78	\$1,700.00	None		\$22,414.78
Staven 14-1	\$34,132.66	\$0.00	None		\$34,132.66
Wright 3	\$22,411.84	\$0.00	None		\$22,411.84
Wright 12-10	\$30,015.01	\$0.00	Contour Road	\$3,000.00	\$33,015.01
Wright 12-12	\$37,296.26	\$1,700.00	None		\$35,596.26
Total	\$663,645.94	\$14,662.50		\$24,000.00	\$672,983.44



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
BRIAN KROSHUS, COMMISSIONER

November 22, 2022

Ref: L1800747136
Acct: 5883059-CCT-002

MIDWEST INDUSTRIAL MAINTENANCE LLC
5057 OWAN INDUSTRIAL PARK DR UNIT 7
WILLISTON ND 58801-9072

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2023.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000045753

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Midwest Industrial Maintenance LLC** whose address is in LOCKPORT, IL, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Midwest Industrial Maintenance LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 11, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

Midwest Industrial Maintenance LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000045753

State of North Dakota

SECRETARY OF STATE



Certificate of Good Standing of Midwest Industrial Maintenance LLC

SOS Control ID#: 0005648896

Certificate #: 022642724-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

Midwest Industrial Maintenance LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective September 22, 2021. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 21, 2022

A handwritten signature in cursive script that reads "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of
(Gross) \$1,624,800 - (Salvage Value) \$11,400
+ (Potential extras estimate) See attached price sheet.
= (Total bid amount) \$1,613,400 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 Reclamation 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 30 day of November 2022.

Shanco LLC

Name of Bidder



Signature

P.O. Box 3159 Minot, ND 58702

Business Address

406-630-2255

Business Telephone Number

spierce@shancollc.com

Email



11/30/2022

ATTENTION: CODY VANDERBUSCH

SUBJECT: Package 5

Shanco Energy Services is pleased to submit this proposal to provide the requested pricing, labor, tools, and equipment for NDIC. Our proposal is based on the scope of work provided and attached price sheets.

Clarifications & Potential Extra Cost

- Removal of utilities is not included in the pricing.
- There's 1,150 yards of subsoil / material per site to be removed included in pricing, additional material will be billed at \$15 per yard.
- There's 1,150 yards of topsoil per site included in pricing, additional material will be billed at \$30 per yard delivered.
- All Hydro Vac, Hot Oiler and Vac Trucks will be billed back at cost plus 10%, if additional labor is needed it will be billed off T&M rate sheet.
- Any TENORM trucking will be billed at cost plus 10%
- Any TENORM or contaminated disposal fees will be billed back at cost plus 10%
- Any off-site lines that need flushed and capped will be billed off T&M rate sheet.
- Bond will be provided once awarded project.

We appreciate having been extended the opportunity to submit this bid and look forward to working with NDIC in the future. Please do not hesitate to contact us should you have any questions.

Regards,

Steve Pierce

Member / Regional Manager
spierce@shancollc.com
406-630-2255

State of North Dakota

SECRETARY OF STATE



Certificate of Good Standing of SHANCO, LLC

SOS Control ID#: 0002170406

Certificate #: 022667020-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

SHANCO, LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective May 20, 2013. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 29, 2022

A handwritten signature in black ink, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 48105

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **SHANCO, LLC** whose address is in MINOT, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

SHANCO, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 7, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

SHANCO, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 48105



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/30/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Leavitt Great West Insurance Services, LLC PO Box 2518 Billings MT 59103	CONTACT NAME: Holly Cramer PHONE (A/C, No, Ext): (877) 229-4553 E-MAIL ADDRESS: holly-cramer@leavitt.com	FAX (A/C, No): (866) 751-8096
	INSURER(S) AFFORDING COVERAGE	
INSURED Shanco, LLC P.O. Box 3159 Minot ND 58702	INSURER A: Travelers Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 19046

COVERAGES **CERTIFICATE NUMBER: 22/23** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Underground Resources <input checked="" type="checkbox"/> North Dakota Stop Gap GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			H6609T687253IND22	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			8109T68566522N4G	10/31/2022	10/31/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP9T69606522N4	10/31/2022	10/31/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Employer's Liability Only H6609T687253IND22	10/31/2022	10/31/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Leased/Rented Equipment			H6609T687253IND22	10/31/2022	10/31/2023	250,000
A	Motor Truck Cargo			H6609T687253IND22	10/31/2022	10/31/2023	Deductible 5,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder: State of North Dakota, Acting through its N.D. Industrial Commission- Dept of Mineral Resource/Oil & Gas Division is an Additional Insured on a Primary and Non-Contributory basis with Waiver of Subrogation per CAT3400215, CAT4370216, CG24531219, END0370920. Umbrella is following form including Pollution and Employer's Liability/North Dakota Stop Gap.

CERTIFICATE HOLDER State of North Dakota, Acting through its Industrial Commission- Dept of Mineral Resource 1016 E Calgary Ave Bismark, ND 58503	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Kaylee Hecht/HEKAYL <i>Kaylee Hecht</i>
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SCHEDULE OF EQUIPMENT AND LABOR RATES

**EFFECTIVE- January 1st 2022
Rate Sheet**

Item No.	Description	Rate Per Hour
SCHEDULE OF LABOR RATES		
1	Project Manager	\$100.00
2	Pipeline Superintendent	\$78.00
3	Light Constuction Superintendent	\$69.00
4	Asst. Superintendent	\$65.00
5	Welder w/ Rig	\$125.00
6	Foreman	\$65.00
7	Heavy Equipment Operator	\$60.00
8	Truck Driver	\$54.00
9	Hydro-Vac Truck Driver	\$52.00
10	Hydro-Vac Truck Swamper	\$48.00
11	Safety Personnel	\$52.00
12	Skilled Laborer	\$50.00
13	Welder's Helper	\$48.00
SCHEDULE OF EQUIPMENT RATES		
HOURLY RATES		
14	1/2 - ton Pickup/Operator's Truck	\$30.00
15	3/4 ton Pickup/Superintendent's Truck	\$29.00
16	1-Ton Pipeline Crew Truck	\$45.00
17	1-Ton Light Construction Crew Truck	\$54.00
18	3-Ton Truck	\$65.00
19	15 Ton Truck	\$90.00
20	26 - 30 Ton Boom Truck	\$105.00
21	Hydro-Vac Truck	\$225.00
22	740 Dump Trucks or Equivalent	\$195.00
23	750 Dump Trucks or Equivalent	\$215.00
24	10 Yard Dump Truck	\$85.00
25	Water truck	\$80.00
26	Third Party Trucking	\$187.00
27	Gooseneck Trailer	\$30.00
28	Bumper Pull Trailer	\$30.00
29	Fire Suppression Trailer	\$35.00
30	Lowboy Trailer	\$45.00
31	Step Deck Trailer	\$30.00
32	130 bbl water trailer	\$30.00
33	Vac Trailer	\$30.00
34	Float Trailer	\$30.00
35	Side Dump Trailer	\$30.00
36	D4 Sideboom or equivalent	\$90.00
37	D5 Combination	\$105.00
38	D-6 Dozer or equivalent, or 561 Sideboom	\$150.00
39	D7 Dozer or equivalent, or 572 Sideboom	\$170.00
40	D8 Dozer or equivalent	\$185.00
41	Smooth Drum Roller	\$90.00
42	Man Lift	\$65.00
43	Telehandler	\$75.00
44	Forklift	\$45.00
45	Farm Tractor w/ Seeder or Attachments	\$60.00
46	Backhoe	\$75.00
47	Caterpillar 320 or Equivalent Hydraulic Trackhoe	\$125.00
48	Caterpillar 325 or Equivalent Hydraulic Trackhoe	\$155.00
49	Caterpillar 330 or Equivalent Hydraulic Trackhoe	\$165.00

SCHEDULE OF EQUIPMENT AND LABOR RATES

Item No.	Description	Rate Per Hour
HOURLY RATES CONTINUED		
50	Caterpillar 345 or Equivalent Hydraulic Trackhoe	\$195.00
51	Trackhoe Attachments Vacu Lift, Padding Bucket, Etc.	\$120.00
52	Mini Excavator	\$85.00
53	140 G Motor Grader or equivalent	\$140.00
54	163H Motor Grader or equivalent	\$155.00
55	Skid Steer	\$65.00
56	Front End Loader	\$125.00
57	Box plow for snow removal	\$20.00
58	Mobile Welding Trailer	\$52.00
DAILY RATES		
59	Light Plant	\$166.00
60	Beveling Machines	
	2" - 8"	\$10.00
	10" - 20"	\$65.00
	22" - 30"	\$80.00
61	Pipe Cradles	
	6" - 12"	\$95.00
	12" - 24"	\$150.00
62	Concrete Vibrator	\$42.00
63	Tamper/Compactor	\$110.00
64	Laser Level top con system	\$25.00
65	Laser 360 degree sensor	\$250.00
66	Generator / w Power tools	\$85.00
67	Line Locator/Holiday Detector	\$50.00
68	Air Compressor 185 CFM	\$195.00
69	Air Compressor 375 CFM	\$325.00
70	Enclosed Tool Trailer	\$100.00
71	Office Trailer	\$152.00
72	Pressure Washing Trailer	\$350.00
73	Safety Trailer (Two day minimum)	\$350.00
74	Side-by-side or ATV	\$200.00
75	Pressure Testing Chart Recorder/ Crystal gauge	\$250.00
76	Pressure Testing Trailer	\$250.00
77	Pressure Test Pump	\$340.00
78	Fusion Machine 3/4" - 4"	\$150.00
79	Fusion Machine 6" - 12"	\$375.00
80	Track Star Fusion Machine 4" to 12"	\$410.00
81	Track Star Fusion Machine 6" to 18"	\$640.00
82	Victaulic Threading Machine	\$140.00
83	Ditch/Trash Pump	\$75.00
84	Aeration Pump	\$81.00
85	Skid Steer (General Attachments)	\$158.00
86	Skid Steer Grader Attachment	\$500.00
87	Walk Behind Roller	\$300.00
88	Rig Heater	\$720.00
89	Sand Blasting Unit	\$400.00
90	Air Compressor 900 CFM	\$1,400.00
91	Threading Trailer	\$175.00

GENERAL PROVISIONS

- 1 Labor Rates are inclusive of wages and applicable cost including payroll taxes, contributions or assessments for unemployment insurance and workman's compensation insurance, overhead and profit.
- 2 This rate sheet does not charge overtime.
- 3 A minimum for all labor assigned shall be three (3) hours per day.
- 4 When personnel are required to remain overnight from their home base including Saturday and Sunday, a subsistence allowance of \$120.00 will be charged.
- 5 Sales tax or Gross Receipts taxes, if applicable, shall be charged in addition to the above rates.
- 6 Third party services and/or materials provided shall be charged at cost plus ten percent (10%).
- 7 Equipment rates are inclusive of maintenance, repair, fuel, oil, lube, taxes, insurance, depreciation, license fees, overhead and profit. Equipment rates are on a straight time basis.
- 8 A minimum charge for all equipment assigned shall be three (3) hours.
- 9 Vehicles used as workstations shall be charged the same hours as that incurred by the crews.
- 10 Any equipment required, not listed on our rate schedule, will be negotiated and added prior to being put into operation.
- 11 All hauling, trucking permits, or third party charges shall be charged at cost plus ten (10%).
- 12 In the case of significant increases in labor, equipment, or fuel costs Shanco reserves the right to openly discuss adjusting the rate sheet in order to recover these costs.
- 13 In the case of weather related shut-downs, all employees and equipment will receive three (3) hours for the day.
- 14 If any work is performed on the reservation the Tier 1 fee will be charged separately.

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

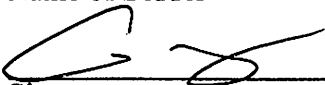
(Gross) \$ 940,800.00 - (Salvage Value) \$ 15,000.00
+ (Potential extras estimate) upon site inspection
= (Total bid amount) \$ 925,800.00 dollars (\$).

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 Reclamation 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 30 day of November 2022.

Badlands Excavating & Oil Field Service, LLC
Name of Bidder


Signature

P.O. Box 3386
Minot, ND 58702
Business Address

701-838-7597
Business Telephone Number

chris@badlands-exoil.com
Email

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 46004

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **BADLANDS EXCAVATING & OILFIELD SERVICE, LLC** whose address is in MINOT, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

BADLANDS EXCAVATING & OILFIELD SERVICE, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 27, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

State of North Dakota SECRETARY OF STATE



Certificate of Good Standing of BADLANDS EXCAVATING & OILFIELD SERVICE, LLC

SOS Control ID#: 0002175569

Certificate #: 022664730-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

BADLANDS EXCAVATING & OILFIELD SERVICE, LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective September 14, 2012. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 29, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	Bid Package 5
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Various Sites
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with state official to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill and if not Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by run tickets and quantities less than estimate will be discounted accordingly.*

See lump sum bid

5848-Mahoney 2	\$57,000.00
14709-Stavens 14-1	\$24,800.00
15643-Cameron 1	\$84,750.00
17611-Stavens 1HZ	\$35,750.00
17653-Cameron 1 HZ	\$30,250.00
18264-Cameron 1-11H	\$27,250.00
18962-Lodoen 11-7H	\$60,250.00
19602-Wright 12-12H	\$34,750.00
19229-Cameron 1-14	\$28,000.00
19463-Cameron 1-12	\$43,750.00
21279-Wright 12-10	\$56,750.00
90094-Demars WSW 1	\$23,250.00
5478-Moore-Jensen 1-R	\$108,500.00
5848-Moore-Jensen 2-R	\$34,750.00
10219-Martin 1	\$89,000.00
5367-Wright 13-12	\$28,250.00
5638-Stavens 1	\$17,500.00
15464-Wright 3	\$27,500.00
17503-Lodoen 1	\$14,250.00
19194-Lodoen 11-8H	\$17,000.00
401172-01-Kuroki Madison Unit	\$61,250.00
13299-Koehler 32-23 #2	\$36,250.00

Total **\$940,800.00**

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	5848-Mahoney 2
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Mahoney 2
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	50 Tons	\$15.00/Ton	\$750.00
Shape site to natural terrain, remove road, and rip ground			\$10,000.00
Purchase, import and place topsoil (Unit Price)	150 Tons	\$20.00/ton	\$3,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
2	2	\$17,500.00	\$35,000.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$57,000.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	14709-Stavens 14-1
			Stavens 14-1
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.


****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	50 Tons	\$15.00/Ton	\$750.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	165 Tons	\$20.00/ton	\$3,300.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$24,800.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature 
Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of acceptance _____ Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	15643-Cameron 1
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Cameron 1
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

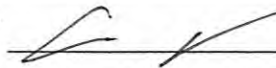
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	250 Tons	\$20.00/ton	\$5,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25 Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
2 tanks cleaned, laid over and disposed of	2	\$17,500.00	\$35,000.00
1 Pumping Unit			\$7,500.00
Remove piping, catwalk, and related equipment			\$10,000.00
Demolish and remove building			\$5,000.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$84,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	17611-Stavens 1HZ
		JOB PHONE	Stavens 1HZ
			(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	300 Tons	\$20.00/ton	\$6,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
I Pumping Unit			\$7,500.00
Total			\$35,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	17653-Cameron 1HZ
			Camerson 1HZ
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

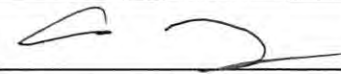
****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
<i>Terracon (Site inspection, Drone shots before, during and after)</i>			\$6,500.00
<i>*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)</i>		\$270.00/Hr.	
<i>Strip and remove gravel (Assumed 4" Depth)</i>	100 Tons	\$15.00/Ton	\$1,500.00
<i>Shape site to natural terrain, remove road, and rip ground</i>			\$12,500.00
<i>Purchase, import and place topsoil (Unit Price)</i>	400 Tons	\$20.00/ton	\$8,000.00
<i>John Deere 4560/Disk/Seeder</i>	4	\$125.00	\$500.00
<i>*Flushing lines, removal and disposal if necessary</i>			
<i>Produced water</i>		\$2.25 Bl.	
<i>Oil (Disposed of at Secure)</i>		\$47.25/Bl.	
<i>Trucking</i>		\$180.00	
<i>Removal of contaminated soil if necessary</i>			
<i>*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND</i>		\$28.35/ton	
<i>*Trucking</i>		\$180.00/hr.	
<i>*Mobilization and permit for Komatsu PC290 if required</i>		\$750.00	
<i>*Komatsu PC290 Hydraulic Excavator if needed</i>		\$230.00/hr.	
<i>*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary</i>			
<i>*Mobilization and permit for Komatsu PC240 if required</i>		\$500.00	
<i>*Komatsu PC240 Hydraulic Excavator if needed</i>		\$6.25/ft.	
Total			\$30,250.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature 

Note: This proposal may be withdrawn by us if not accepted within 15 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____ Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	18264-Camerson 1-11H
			Camerson 1-11H
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

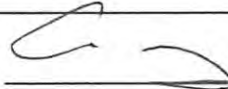
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	250 Tons	\$20.00/ton	\$5,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$27,250.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	18962-Lodoen 11-7H
		JOB PHONE	Lodoen 11-7H
			(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site Inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	400 Tons	\$15.00/Ton	\$6,000.00
Shape site to natural terrain, remove road, and rip ground			\$22,500.00
Purchase, import and place topsoil (Unit Price)	800 Tons	\$20.00/ton	\$16,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
1 Pumping Unit			\$7,500.00
Total			\$60,250.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	19602-Wright 12-12H
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Wright 12-12H
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*


	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	250 Tons	\$20.00/ton	\$5,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
1 Pumping Unit			\$7,500.00
Total			\$34,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	19229-Cameron 1-14
		JOB PHONE	Cameron 1-14
			(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	150 Tons	\$15.00/Ton	\$2,250.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	250 Tons	\$20.00/ton	\$5,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$28,000.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	19463-Cameron 1-12
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	200 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$16,500.00
Purchase, import and place topsoil (Unit Price)	800 Tons	\$20.00/ton	\$16,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$43,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 15 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	21279-Wright 12-10
			Wright 12-10
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	400 Tons	\$15.00/Ton	\$6,000.00
Shape site to natural terrain, remove road, and rip ground			\$22,500.00
Purchase, import and place topsoil (Unit Price)	1,000 Tons	\$20.00/ton	\$20,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$56,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	90094-Demars WSW 1
			Demars WSW 1
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

*Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
<i>Terracon (Site inspection, Drone shots before, during and after)</i>			\$6,500.00
<i>*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)</i>		\$270.00/Hr.	
<i>Strip and remove gravel (Assumed 4" Depth)</i>	100 Tons	\$15.00/Ton	\$3,000.00
<i>Shape site to natural terrain, remove road, and rip ground</i>			\$8,000.00
<i>Purchase, import and place topsoil (Unit Price)</i>	200 Tons	\$20.00/ton	\$4,000.00
<i>John Deere 4560/Disk/Seeder</i>	4	\$125.00	\$500.00
<i>*Flushing lines, removal and disposal if necessary</i>			
<i>Produced water</i>		\$2.25/Bl.	
<i>Oil (Disposed of at Secure)</i>		\$47.25/Bl.	
<i>Trucking</i>		\$180.00	
<i>Removal of contaminated soil if necessary</i>			
<i>*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND</i>		\$28.35/ton	
<i>*Trucking</i>		\$180.00/hr.	
<i>*Mobilization and permit for Komatsu PC290 if required</i>		\$750.00	
<i>*Komatsu PC290 Hydraulic Excavator if needed</i>		\$230.00/hr.	
<i>*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary</i>			
<i>*Mobilization and permit for Komatsu PC240 if required</i>		\$500.00	
<i>*Komatsu PC240 Hydraulic Excavator if needed</i>		\$6.25/ft.	
Total			\$23,250.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	5478-Moore-Jensen 1-R
			Moore-Jensen 1-R
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	150 Tons	\$15.00/Ton	\$2,250.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	275 Tons	\$20.00/ton	\$5,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bi.	
Oil (Disposed of at Secure)		\$47.25/Bi.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
3 tanks cleaned, laid over and disposed of	3	\$17,500.00	\$52,500.00
1 Treator	1	\$10,000.00	\$10,000.00
Remove piping, catwalk, and related equipment			\$10,000.00
1 Pumping Unit			\$7,500.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$108,500.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	5848-Moore-Jensen 2-R
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Moore-Jensen 2-R
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	250 Tons	\$20.00/ton	\$5,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
1 Pumping Unit			\$7,500.00
Total			\$34,750.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	10219-Martin 1
			Martin 1
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

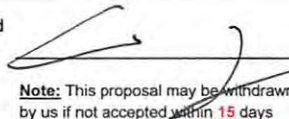
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site Inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	150 Tons	\$15.00/Ton	\$2,250.00
Shape site to natural terrain, remove road, and rip ground			\$10,000.00
Purchase, import and place topsoil (Unit Price)	300 Tons	\$20.00/ton	\$6,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
2 tanks cleaned, laid over and disposed of	2	\$17,500.00	\$35,000.00
1 Treator	1	\$10,000.00	\$10,000.00
Remove piping, catwalk, and related equipment			\$10,000.00
1 Pumping Unit			\$7,500.00
*Cleaning tanks based on 3' of fluid per tank			
Total			\$89,000.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature


Note: This proposal may be withdrawn by us if not accepted within 15 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	5367-Wright 13-12
			Wright 13-12
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
<i>Terracon (Site Inspection, Drone shots before, during and after)</i>			\$6,500.00
<i>*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)</i>		\$270.00/Hr.	
<i>Strip and remove gravel (Assumed 4" Depth)</i>	100 Tons	\$15.00/Ton	\$1,500.00
<i>Shape site to natural terrain, remove road, and rip ground</i>			\$12,500.00
<i>Purchase, import and place topsoil (Unit Price)</i>	300 Tons	\$20.00/ton	\$6,000.00
<i>John Deere 4560/Disk/Seeder</i>	4	\$125.00	\$500.00
<i>*Flushing lines, removal and disposal if necessary</i>			
<i>Produced water</i>		\$2.25/Bl.	
<i>Oil (Disposed of at Secure)</i>		\$47.25/Bl.	
<i>Trucking</i>		\$180.00	
<i>Removal of contaminated soil if necessary</i>			
<i>*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND</i>		\$28.35/ton	
<i>*Trucking</i>		\$180.00/hr.	
<i>*Mobilization and permit for Komatsu PC290 if required</i>		\$750.00	
<i>*Komatsu PC290 Hydraulic Excavator if needed</i>		\$230.00/hr.	
<i>*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary</i>			
<i>*Mobilization and permit for Komatsu PC240 if required</i>		\$500.00	
<i>*Komatsu PC240 Hydraulic Excavator if needed</i>		\$6.25/ft.	
Total			\$28,250.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	5638-Stavens 1
			Stavens 1
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	50 Tons	\$15.00/Ton	\$750.00
Shape site to natural terrain, remove road, and rip ground			\$6,000.00
Purchase, import and place topsoil (Unit Price)	125 Tons	\$20.00/ton	\$2,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$17,500.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	15464-Wright 3
			Wright 3
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

****Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.**

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	150 Tons	\$15.00/Ton	\$2,250.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	225 Tons	\$20.00/ton	\$4,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$27,500.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	17503-Lodoen 1
		JOB PHONE	Lodoen1
			JOB PHONE (701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)			\$5,000.00
Shape site to natural terrain, remove road, and rip ground			\$1,000.00
Purchase, import and place topsoil (Unit Price)	50 Tons	\$20.00/ton	\$1,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$14,250.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tomado, and other necessary insurance Our workers are fully covered by Workman's Compensation insurance

Authorized
Signature _____

Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	19194-Lodoen 11-8H
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Lodoen 11-8H
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

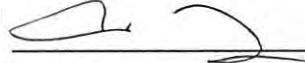
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
<i>Terracon (Site inspection, Drone shots before, during and after)</i>			\$6,500.00
<i>*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)</i>		\$270.00/Hr.	
<i>Strip and remove gravel (Assumed 4" Depth)</i>	50 Tons	\$15.00/Ton	\$750.00
<i>Shape site to natural terrain, remove road, and rip ground</i>			\$6,000.00
<i>Purchase, import and place topsoil (Unit Price)</i>	100 Tons	\$20.00/ton	\$2,000.00
<i>John Deere 4560/Disk/Seeder</i>	4	\$125.00	\$500.00
<i>*Flushing lines, removal and disposal if necessary</i>			
<i>Produced water</i>		\$2.25/Bl.	
<i>Oil (Disposed of at Secure)</i>		\$47.25/Bl.	
<i>Trucking</i>		\$180.00	
<i>Removal of contaminated soil if necessary</i>			
<i>*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND</i>		\$28.35/ton	
<i>*Trucking</i>		\$180.00/hr.	
<i>*Mobilization and permit for Komatsu PC290 if required</i>		\$750.00	
<i>*Komatsu PC290 Hydraulic Excavator if needed</i>		\$230.00/hr.	
<i>*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary</i>			
<i>*Mobilization and permit for Komatsu PC240 if required</i>		\$500.00	
<i>*Komatsu PC240 Hydraulic Excavator if needed</i>		\$6.25/ft.	
Total			\$17,000.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission ATTN: Cody VanderBusch	PHONE	DATE
STREET	1016 East Calgary Ave	JOB NAME	November 22, 2022
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	401172-01-Kuroki Madison Unit Kuroki Madison Unit
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

***Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

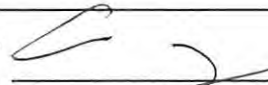
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site Inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	600 Tons	\$15.00/Ton	\$3,000.00
Shape site to natural terrain, remove road, and rip ground			\$24,000.00
Purchase, import and place topsoil (Unit Price)	1,300 Tons	\$20.00/ton	\$26,000.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bl.	
Oil (Disposed of at Secure)		\$47.25/Bl.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Total			\$61,250.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within **15** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BADLANDS EXCAVATING & OIL FIELD SERVICE, LLC.
P.O. BOX 3386
MINOT, NORTH DAKOTA 58702
TELEPHONE: (701) 838-7599

**PROPOSAL AND
ACCEPTANCE**

PROPOSAL SUBMITTED TO	North Dakota Industrial Commission	PHONE	DATE
	ATTN: Cody VanderBusch		November 22, 2022
STREET	1016 East Calgary Ave	JOB NAME	13229-Koehler 32-23 #2
CITY STATE & ZIP CODE	Bismarck, ND 58503	JOB LOCATION	Koehler 32-23 #2
		JOB PHONE	(701) 838-7599

We hereby submit specifications and estimates for:

Badlands will make One Call and contact landowner to develop a plan satisfactory to the individual. Once a plan is established and agreed upon Badlands will mobilize, strip and remove surfacing material from site, work with Terracon to determine if soil is contaminated and remove soil from site and dispose of in approved facility that accepts contaminated material. If no soil is contaminated Badlands will shape site to natural contours, rip reclaimed area, import topsoil and place at a depth of 6" and disk. Seeding, if required will be done with a drill. Upon completion, Badlands will again contact the landowner and state representative to ensure all parties are satisfied. Badlands will then de-mobilize equipment and mobilize to next reclamation site.

**Imported topsoil will be supported by a load count and quantities less than estimate will be discounted accordingly.*

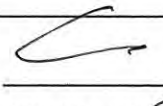
	Quantity	Amount	Total
Mobilization/De-mobilization			\$1,250.00
Terracon (Site inspection, Drone shots before, during and after)			\$6,500.00
*Remove trash, junk and dispose of if necessary (Crew Truck, CTL, and Dump Trailer)		\$270.00/Hr.	
Strip and remove gravel (Assumed 4" Depth)	100 Tons	\$15.00/Ton	\$1,500.00
Shape site to natural terrain, remove road, and rip ground			\$12,500.00
Purchase, import and place topsoil (Unit Price)	325 Tons	\$20.00/ton	\$6,500.00
John Deere 4560/Disk/Seeder	4	\$125.00	\$500.00
*Flushing lines, removal and disposal if necessary			
Produced water		\$2.25/Bi.	
Oil (Disposed of at Secure)		\$47.25/Bi.	
Trucking		\$180.00	
Removal of contaminated soil if necessary			
*Disposal of contaminated soil at Roughrider Disposal, Tioga, ND		\$28.35/ton	
*Trucking		\$180.00/hr.	
*Mobilization and permit for Komatsu PC290 if required		\$750.00	
*Komatsu PC290 Hydraulic Excavator if needed		\$230.00/hr.	
*Excavation, removal of pipeline, and disposal of pipe less than 3' if necessary			
*Mobilization and permit for Komatsu PC240 if required		\$500.00	
*Komatsu PC240 Hydraulic Excavator if needed		\$6.25/ft.	
Removal of existing equipment			
1 Pumping Unit			\$7,500.00
Total			\$36,250.00

We Propose hereby to furnish material and labor-complete in accordance with above specifications, for the sum of:

Payment will be made as follows: Within 30 days of completion and invoicing.

All material is guaranteed to be as specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation insurance.

Authorized
Signature



Note: This proposal may be withdrawn by us if not accepted within 15 days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of acceptance _____

Signature _____

BID

Package 5

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 976,238.80 - (Salvage Value) 0.00
+ (Potential extras estimate) 340,000.00
= (Total bid amount) 1,316,238.80 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 Reclamation 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 30 day of November 2022.

Farden Construction, Inc
Name of Bidder

[Signature]
Signature

9035 Co Rd 17B, Maxbass, ND
Business Address

701-268-3127
Business Telephone Number

FardenConstruction@SRT.com
Email

ATTACHMENT B
Package 5 wells

Bid Items

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long	Bid Cost	Equipment Salvage Value	Contaminated Material Disposed (TN)	Unit Price	Potential Extras Estimate	Net Total
5848	MAHONEY 2	AB	BOTTINEAU	12-163-81	SWSW	Kuroki	48.95377635	-101.1227030	\$ 29,869.39	\$ -	500	\$ 80.00	\$ 40,000.00	\$ 69,869.39
14709	STAVENS 14-1	AB	BOTTINEAU	14-163-81	NENE	Kuroki	48.95015912	-101.1275691	\$ 24,196.62	\$ -			\$ -	\$ 24,196.62
15643	CAMERON 1	AB	BOTTINEAU	1-163-81	SWSW	Kuroki	48.96725085	-101.1217231	\$ 31,948.21	\$ -			\$ -	\$ 31,948.21
17611	STAVENS 1 HZ	AB	BOTTINEAU	11-163-81	SESE	Kuroki	48.95427205	-101.1268584	\$ 41,282.17	\$ -			\$ -	\$ 41,282.17
17653	CAMERON 1 HZ	AB	BOTTINEAU	1-163-81	SWSW	Kuroki	48.96726	-101.1211	\$ 43,658.71	\$ -			\$ -	\$ 43,658.71
18264	CAMERON 1-11 H	AB	BOTTINEAU	1-163-81	NESW	Kuroki	48.97106036	-101.1155950	\$ 42,852.77	\$ -			\$ -	\$ 42,852.77
18962	LODOEN 11-7H	AB	BOTTINEAU	11-163-81	SWNE	Kuroki	48.96005409	-101.1314449	\$ 63,689.52	\$ -			\$ -	\$ 63,689.52
19062	WRIGHT 12-12H	AB	BOTTINEAU	12-163-81	SWNW	Kuroki	48.95916507	-101.1227948	\$ 31,439.99	\$ -			\$ -	\$ 31,439.99
19229	CAMERON 1-14	AB	BOTTINEAU	1-163-81	SESW	Kuroki	48.96685332	-101.1154632	\$ 38,617.62	\$ -			\$ -	\$ 38,617.62
19463	CAMERON 1 - 12	AB	BOTTINEAU	1-163-81	NWSW	Kuroki	48.97079796	-101.120443	\$ 75,949.33	\$ -			\$ -	\$ 75,949.33
21279	WRIGHT 12-10	AB	BOTTINEAU	12-163-81	NESE	Kuroki	48.95539695	-101.1077895	\$ 74,255.26	\$ -			\$ -	\$ 74,255.26
90094	DEMARS WSW 1	AB	BOTTINEAU	12-163-81	NENW	Kuroki	48.96429901	-101.1152035	\$ 219,171.18	\$ -	2500	\$ 80.00	\$ 200,000.00	\$ 419,171.18
5478	MOORE-JENSEN 1-R	AB	BOTTINEAU	15-162-80	SESW	South Westhope	48.85157772	-101.0295283	\$ 50,994.15	\$ -	750	\$ 80.00	\$ 60,000.00	\$ 110,994.15
5848	MOORE-JENSEN 2-R	AB	BOTTINEAU	15-162-80	NWSW	South Westhope	48.85606105	-101.0350145	\$ 28,884.34	\$ -			\$ -	\$ 28,884.34
10219	MARTIN 1	AB	BOTTINEAU	2-162-80	SWSE	South Westhope	48.88069626	-101.0024372	\$ 35,254.15	\$ -	500	\$ 80.00	\$ 40,000.00	\$ 75,254.15
5367	WRIGHT 13-12	PA	BOTTINEAU	12-163-81	NWSW	Kuroki	48.95722726	-101.1219728	\$ 12,063.64	\$ -			\$ -	\$ 12,063.64
5638	STAVENS 1	PA	BOTTINEAU	11-163-81	SESE	Kuroki	48.95334	-101.127	\$ 12,063.64	\$ -			\$ -	\$ 12,063.64
15464	WRIGHT 3	PA	BOTTINEAU	12-163-81	SWNW	Kuroki	48.96060000	-101.1219440	\$ 23,514.14	\$ -			\$ -	\$ 23,514.14
17503	LODOEN 1	PA	BOTTINEAU	11-163-81	SESE	Kuroki	48.96064099	-101.1276151	\$ 23,339.88	\$ -			\$ -	\$ 23,339.88
19194	LODOEN 11 - 8 H	PA	BOTTINEAU	11-163-81	NENE	Kuroki	48.96247800	-101.1258220	\$ 19,104.73	\$ -			\$ -	\$ 19,104.73
401172-01	Kuroki Madison Unit	AB	BOTTINEAU	12-163-81	NENW	Kuroki	48.96660000	-101.1164000	\$ 12,063.64	\$ -			\$ -	\$ 12,063.64
13299	KOEHLER 32-23 #2	PA	BOTTINEAU	23-162-81	SWNE	Stinson	48.84497056	-101.133642	\$ 27,025.73	\$ -			\$ -	\$ 27,025.73
	11 miles flowline and water transfer lines								\$ 15,000.00	\$ -			\$ -	\$ 15,000.00
									\$ 976,238.80	\$ -			\$ 340,000.00	\$ 1,316,238.80
									Bid Cost Total	Salvage Total			Extra Estimate Total	Net Cost Total

ATTACHMENT B

Package 5 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
5848	MAHONEY 2	AB	BOTTINEA U	12-163-81	SWSW	Kuroki	48.95377635	-101.122703
14709	STAVENS 14-1	AB	BOTTINEA U	14-163-81	NENE	Kuroki	48.95015912	-101.1275691
15643	CAMERON 1	AB	BOTTINEA U	1-163-81	SWSW	Kuroki	48.96725085	-101.1217231
17611	STAVENS 1 HZ	AB	BOTTINEA U	11-163-81	SESE	Kuroki	48.95427205	-101.1268584
17653	CAMERON 1 HZ	AB	BOTTINEA U	1-163-81	SWSW	Kuroki	48.96725935	-101.121065
18264	CAMERON 1-11 H	AB	BOTTINEA U	1-163-81	NESW	Kuroki	48.97106036	-101.115595
18962	LODOEN 11-7H	AB	BOTTINEA U	11-163-81	SWNE	Kuroki	48.96005409	-101.1314449
19062	WRIGHT 12-12H	AB	BOTTINEA U	12-163-81	SWNW	Kuroki	48.95916507	-101.1227948
19229	CAMERON 1-14	AB	BOTTINEA U	1-163-81	SESW	Kuroki	48.96685332	-101.1154632
19463	CAMERON 1 - 12	AB	BOTTINEA U	1-163-81	NWSW	Kuroki	48.97079796	-101.1204432
21279	WRIGHT 12-10	AB	BOTTINEA U	12-163-81	NESE	Kuroki	48.95539695	-101.1077895
90094	DEMARS WSW 1	AB	BOTTINEA U	12-163-81	NENW	Kuroki	48.96429901	-101.1152035
5478	MOORE-JENSEN 1-R	AB	BOTTINEA U	15-162-80	SESW	South Westhope	48.85157772	-101.0295283
5848	MOORE-JENSEN 2-R	AB	BOTTINEA U	15-162-80	NWSW	South Westhope	48.85606105	-101.0350145
10219	MARTIN 1	AB	BOTTINEA U	2-162-80	SWSE	South Westhope	48.88069626	-101.0024372
5367	WRIGHT 13-12	PA	BOTTINEA U	12-163-81	NWSW	Kuroki	48.95722726	-101.1219728
5638	STAVENS 1	PA	BOTTINEA U	11-163-81	SESE	Kuroki	48.95334014	-101.1268757
15464	WRIGHT 3	PA	BOTTINEA U	12-163-81	SWNW	Kuroki	48.9606	-101.121944
17503	LODOEN 1	PA	BOTTINEA U	11-163-81	SESE	Kuroki	48.96064099	-101.1276151
19194	LODOEN 11 - 8 H	PA	BOTTINEA U	11-163-81	NENE	Kuroki	48.962478	-101.125822
401172- 01	Kuroki Madison Unit	AB	BOTTINEA U	12-163-81	NENW	Kuroki	48.9666	-101.1164
13299	KOEHLER 32-23 #2	PA	BOTTINEA U	23-162-81	SWNE	Stinson	48.84497056	-101.1336418

Note: There is around 11 miles of flowlines and water transfer lines kine the Kuroki field.



9035 County Road 17B
Maxbass, North Dakota 58760

Phone: 701-268-3127
Fax: 701-268-3282
E-mail: fardenconstruction@srt.com

11/29/2022

Bid of: Farden Construction, Inc.
N.D. Contractor's License No: 30144-Class A
Date License was Issued or Renewed: January 24, 2022
ATTN: Mr. Cody VanderBusch

SEALED BID DO NOT OPEN
NDIC Oil & Gas Division
1016 E Calgary Ave
Bismarck ND 58503-5512

RE: Reclaim Package 5 Addition to Bid

Dear Sirs:

NDIC Oil and Gas Division Reclaim Package 5, Instructions to Bidders, Item 4 "Examination of Site", only allows bidders a visual inspection of the locations. Without being able to conduct excavation and/or testing prior to bidding, we are unable to determine the presence, extent, or volume of potential contamination at the proposed locations. We have only provided an estimated quantity based on assumptions and would expect the quantities to change. If awarded, sites will be tested by a third party testing company to assure specifications are met; initial testing will be included in the original bid item.

We appreciate the opportunity to bid on this project.

Sincerely,

Steve Farden,
President

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 30144

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **FARDEN CONSTRUCTION, INC.** whose address is in MAXBASS, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

FARDEN CONSTRUCTION, INC. is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 24, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
 RYAN RAUSCHENBERGER, COMMISSIONER

October 29, 2021

Ref: L1302106240
 Acct: 0408601-CCT-005

FARDEN CONSTRUCTION INC
 9035 COUNTY ROAD 17B
 MAXBASS ND 58760-9736

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

*Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, **make a copy for your records**, and return this document to our office.*

 Date Operations Ceased
 In North Dakota

 Signature

 Date





STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
 BRIAN KROSHUS, COMMISSIONER

October 31, 2022

Ref: L0795621504
 Acct: 0408601-CCT-005

FARDEN CONSTRUCTION INC
 9035 COUNTY ROAD 17B
 MAXBASS ND 58760-9736

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2023.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state. sign and date. make a copy for your records. and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date

END

December 1, 2022 - 3 PM
NDIC Oil and Gas Division Office
1016 E. Calgary, Bismarck ND 58503

Reclamation Package 7 Bid Opening

Contractor	Bid Amount	SOS Contractor date
1. Earth Sys.	\$ 353,430	
2. 3 Forks Serv.	\$ 1,340,943	
3. Edward H. Schwartz.	\$ 5,798,794.58	
4. Teraflex	\$ 805,031	
5. PMT Serv.	\$ 4,495,968	
6. North Wind	\$ 3,813,548.12	
7. Badlands	\$ 2,258,198.65	
8. Rad. Pros.	\$ 1,736,429.21	
9. Midwest	\$ 2,201,247.65	
10.		
11.		
12.		
13.		

CW

BID

PACKAGE # 7

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 353,430.00 - (Salvage Value) 0
+ (Potential extras estimate) 0
= (Total bid amount) 353,430.00 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 Reclamation 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 1 day of December 2022.

Christopher Neubauer
Name of Bidder

Signature (with handwritten initials)

4501 Coleman St. Ste. 103 Bismarck, ND 58503
Business Address

(701) 751-4868
Business Telephone Number

cneubauer@earthsys.net
Email

ATTACHMENT B

Package 7 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
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
14442	BEAUDOIN 36-1	PA	DUNN	36-144-97	E2SW	CABERNET	47.24475902	-102.9186196
11802	TEMPLE-HAUGEN 27-2	PA	MCKENZIE	27-153-95	CNE	CHARLSON	48.04903098	-102.8766388
15648	LYNN 2	PA	MCKENZIE	21-153-102	NWSW	INDIAN HILL	48.05821942	-103.6433448
15781	LYNN 3H	PA	MCKENZIE	27-153-101	NENE	INDIAN HILL	48.05178514	-103.6509888
9519	TANK 1-3	PA	MCKENZIE	3-150-96	NWSE	JOHNSON CORNER	47.83892293	-102.9481069
5612	NELSON 13-28 SWD	PA	WILLIAMS	28-157-95	NWSW	MIDWAY	48.39264122	-102.9692296
90013	KLANDL 26-31X SWD	PA	MCKENZIE	26-148-105	NWNE	MONDAK	47.61854609	-104.0200949
4971	HOWIE 11X2	PA	SLOPE	2-136-100	NWNW	ROCKY RIDGE	46.62570609	-103.2141418
5914	HOWIE 1 SWD	PA	SLOPE	2-136-100	SWNE	ROCKY RIDGE	46.6232529	-103.2015376
6015	HOWIE 2	PA	SLOPE	2-136-100	NESE	ROCKY RIDGE	46.61872012	-103.1980077
12852	R. K. E. 44-16H	PA	MCKENZIE	16-145-101	SESE	ROUGH RIDER	47.3753882	-103.5481005
7200	FOLKVORD-STATE 1-36 SWD	PA	MCKENZIE	36-146-105	NENE	SQUAW GAP	47.42778114	-103.9947887
11926	HENRY TORSTENSON 2	AB	MCKENZIE	27-151-99	SWSW	TOBACCO GARDEN	47.86482398	-103.3438067
9241	BOWEN, CHARLES 21-1	PA	WILLIAMS	21-153-102	NWNE	TRENTON	48.06639934	-103.8065484
8935	ROLFSRUD 11-17	PA	MCKENZIE	17-153-96	NESW	WESTBERG	47.98305374	-102.9980745

Per site = 20,790.00

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000044631

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Earth Systems Response & Restoration, LLC** whose address is in JACKSONVILLE BEACH, FL, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Earth Systems Response & Restoration, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 23, 2021

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

Earth Systems Response & Restoration, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000044631



4501 Coleman St.
Suite 103
Bismarck, North Dakota 58503

Earth Systems- Bakken 2022 Rate Schedule	
Bulk Earth Materials	\$/Cubic Yard
Topsoil *	\$25
Subsoil (Clay)*	\$9
Labor, Vehicle, and Subcontractor Markup	5%*, unless noted otherwise
Senior II- (Geologist/Engineer/Scientist/ Project Manager)	\$160
Senior I- (Geologist/Engineer/Scientist/ Project Manager)	\$150
Geophysicist	\$160
UAS Drone Pilot	\$160
Project Manager	\$135
Staff Engineer/Scientist	\$130
Associate Engineer/Scientist	\$125
Foreman	\$100
Administrative Support	\$75
Operator	\$75
Laborer	\$70
Per Diem Overnight-Project Specific (Over Night)	\$185
Per Diem Day-Project Specific (Day)	\$50
1-Ton Work Truck With Tools (per hour)	\$35
3/4 Ton Work Truck With Tools (per hour)	\$30
1/2 Ton Work Truck (per hour)	\$25
1-Ton Work Truck (per day)	\$285
3/4 Ton Work Truck (per day)	\$245
1/2 Ton Work Truck (per day)	\$205
Materials and Subcontractor Markup	10%
Machinery & Equipment	5%*, unless noted otherwise
Skid Steer (with Operator)	\$150
Skid Steer + Attachments (with Operator)	\$180
Mini-Excavator (with Operator)	\$160
Backhoe (with Operator)	\$175
Backhoe + Attachments (with Operator)	\$200
Loader 1.7-4.25CY (with Operator)	\$180
Loader 4.5-6.5CY (with Operator)	\$215
Excavator-Small Size 75-125 hp (with Operator)	\$185
Excavator- Mid Size 125-275 hp (with Operator)	\$200
Excavator- Large Size 275-550 hp (with Operator)	\$225
Bulldozer Small-Size 75-125 hp (with Operator)	\$185
Bulldozer Medium-Size 150-250 hp (with Operator)	\$225
Bulldozer Large-Size >250 hp (with Operator)	\$275
Belly Scraper 627k (with Operator)	\$290
Motor Grader 14m (with Operator)	\$190
Hydrovac Trailer HX30 (with Operator)	\$250
Hydrovac Trailer HX50 (with Operator)	\$275
Hydrovac Full Size-45 BBL (with Operator)	\$315
Tractor (with Operator)	\$150
Tractor with disc attachment (with Operator)	\$170
Straw/blanketing,crimping per acre	\$750
Manlift 45' (with Operator)	\$120
Manlift 60' (with Operator)	\$140
Telehandler 6k	\$130
Telehandler 8k	\$140
Utility Trailer / Dump Trailer / Tilt Deck Trailer	\$40
Gooseneck Trailer 25 feet	\$50
Gooseneck Trailer >25 feet	\$60
End Dump Truck (with driver)	\$115
Side Dump Truck (with driver)	\$155
Heavy Haul Low Boy + Truck (with driver)	\$195
Generator <15kW (per day)	\$175
Poly Fuse Machine (412)	\$175
Light Plant (per day)	\$175
2-Inch Trash Pump (per day)	\$200
3-Inch Trash Pump (per day)	\$300



4501 Coleman St.
 Suite 103
 Bismarck, North Dakota 58503

Environmental Equipment	
<u>Water & Soil Sampling</u>	<i>1/Day, unless noted otherwise</i>
Groundwater Monitoring Well Sampling Kit (submersible/peristaltic pump, tubing, water level meter)	\$175
Water Sampling Kit (Bottle ware, Coolers, Ice, Decontamination Supplies, Shipping)	\$160
Soil Sampling Kit (Bottle ware, Coolers, Ice, Decontamination Supplies, Shipping)	\$160
<u>Air/Soil/Water/Gas Field Screening</u>	
PID	\$110
EC Meter + Chloride Strips	\$70
YSI	\$125
TENORM Meter	\$125
Air Sampling Equipment (4-Gas Monitor)	\$50
Hanby TPH-Water Test Kit (per day)	\$125
Hanby TPH-Water Test Reagent (per sample)	\$45
Petro-Flag TPH Soil Analyzer (per day)	\$125
Petro-Flag TPH Soil Test Reagent (per sample)	\$45
<u>UAS Drone Imaging</u>	
Quadcopter with Standard Camera (Photos)	\$275
Quadcopter with Multi-Spectral Sensor (Mapping & Analysis)	\$750
<u>Geophysical Surveys (Electromagnetic)</u>	
EM31 with Mesa 2 Tablet and Geode Sub-Meter GPS	\$1,150

Notes

- All labor time is billed port to port. Equipment is billed on a hourly use basis.
- Equipment Fuel and Earth Materials* (Topsoil and Clay) rates are based on current market value as of 12/1/2022. Equipment, Fuel, and Earth materials will be billed at the market value during the time the work is conducted, plus markup.
- Heavy haul and oversized road permits will be billed at cost plus markup.



3 Forks Services
Reclamation Package 7

ATTACHMENT B

Package 7 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
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
14442	BEAUDOIN 36-1	PA	DUNN	36-144-97	E2SW	CABERNET	47.24475902	-102.9186196
11802	TEMPLE-HAUGEN 27-2	PA	MCKENZIE	27-153-95	CNE	CHARLSON	48.04903098	-102.8766388
15648	LYNN 2	PA	MCKENZIE	21-153-102	NWSW	INDIAN HILL	48.05821942	-103.6433448
15781	LYNN 3H	PA	MCKENZIE	27-153-101	NENE	INDIAN HILL	48.05178514	-103.6509888
9519	TANK 1-3	PA	MCKENZIE	3-150-96	NWSE	JOHNSON CORNER	47.83892293	-102.9481069
5612	NELSON 13-28 SWD	PA	WILLIAMS	28-157-95	NWSW	MIDWAY	48.39264122	-102.9692296
90013	KLANDL 26-31X SWD	PA	MCKENZIE	26-148-105	NWNE	MONDAK	47.61854609	-104.0200949
4971	HOWIE 11X2	PA	SLOPE	2-136-100	NWNW	ROCKY RIDGE	46.62570609	-103.2141418
5914	HOWIE 1 SWD	PA	SLOPE	2-136-100	SWNE	ROCKY RIDGE	46.6232529	-103.2015376
6015	HOWIE 2	PA	SLOPE	2-136-100	NESE	ROCKY RIDGE	46.61872012	-103.1980077
12852	R. K. E. 44-16H	PA	MCKENZIE	16-145-101	SESE	ROUGH RIDER	47.3753882	-103.5481005
7200	FOLKVORD-STATE 1-36 SWD	PA	MCKENZIE	36-146-105	NENE	SQUAW GAP	47.42778114	-103.9947887
11926	HENRY TORSTENSON 2	AB	MCKENZIE	27-151-99	SWSW	TOBACCO GARDEN	47.86482398	-103.3438067
9241	BOWEN, CHARLES 21-1	PA	WILLIAMS	21-153-102	NWNE	TRENTON	48.06639934	-103.8065484
8935	ROLFSRUD 11-17	PA	MCKENZIE	17-153-96	NESW	WESTBERG	47.98305374	-102.9980745

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of
(Gross) \$1,000,943.⁰⁰ - (Salvage Value) Ø
+ (Potential extras estimate) 340,000.⁰⁰
= (Total bid amount) 1,340,943.⁰⁰ 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 Reclamation 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 1 day of DECEMBER 2022.

3 FORKS SERVICES
Name of Bidder

JOEY SMITH
Signature

14071 49TH ST NW. WILLISTON, ND 58801
Business Address

701-409-1308
Business Telephone Number

Jsmith@3forkservices.com
Email

WELL RECLAMATION 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 Reclamation 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 **April 1, 2024** and all invoices must be received by **May 30, 2024**. 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 one hundred fifty thousand Dollars (\$ 150,000 .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 Reclamation Specifications attached hereto as Exhibit A, COMMISSION may modify the Reclamation Specifications to ensure the well site is properly reclaimed by CONTRACTOR. If such modifications (per potential extras estimate) 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, Reclamation 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

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: 242375720 01
CONTRACTOR's federal employer ID number is: 27-2375720

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.

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:

**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.

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.

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

By: _____
Title: _____
DATE: _____

CONTRACTOR

By: Joely Smith
Title: Supervisor
DATE: 12/11/22

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000044610

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **3 FORKS SERVICES** whose address is in WILLISTON, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

3 FORKS SERVICES is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 22, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

3 FORKS SERVICES

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2023 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 000044610

INSTRUCTIONS TO BIDDERS

1. **Form of Bids.** Bids must be submitted on the attached bid form. **Provide an attachment listing each wells bid cost along with the equipment salvage value, potential extras estimate (including estimate breakdown) and then net total. The combined total will be placed on the bid sheet. 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: Edward H. Schwartz Construction, Inc.

N.D. Contractor's License No: 2378

Date License was Issued or Renewed: January 14, 2022

Packet Name and Number: #7

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. December 1, 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. December 1, 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 **April 1, 2024 and invoices received by May 30, 2024.**
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 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/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 7 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
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
14442	BEAUDOIN 36-1	PA	DUNN	36-144-97	E2SW	CABERNET	47.24475902	-102.9186196
11802	TEMPLE-HAUGEN 27-2	PA	MCKENZIE	27-153-95	CNE	CHARLSON	48.04903098	-102.8766388
15648	LYNN 2	PA	MCKENZIE	21-153-102	NWSW	INDIAN HILL	48.05821942	-103.6433448
15781	LYNN 3H	PA	MCKENZIE	27-153-101	NENE	INDIAN HILL	48.05178514	-103.6509888
9519	TANK 1-3	PA	MCKENZIE	3-150-96	NWSE	JOHNSON CORNER	47.83892293	-102.9481069
5612	NELSON 13-28 SWD	PA	WILLIAMS	28-157-95	NWSW	MIDWAY	48.39264122	-102.9692296
90013	KLANDL 26-31X SWD	PA	MCKENZIE	26-148-105	NWNE	MONDAK	47.61854609	-104.0200949
4971	HOWIE 11X2	PA	SLOPE	2-136-100	NWNW	ROCKY RIDGE	46.62570609	-103.2141418
5914	HOWIE 1 SWD	PA	SLOPE	2-136-100	SWNE	ROCKY RIDGE	46.6232529	-103.2015376
6015	HOWIE 2	PA	SLOPE	2-136-100	NESE	ROCKY RIDGE	46.61872012	-103.1980077
12852	R. K. E. 44-16H	PA	MCKENZIE	16-145-101	SESE	ROUGH RIDER	47.3753882	-103.5481005
7200	FOLKVORD-STATE 1-36 SWD	PA	MCKENZIE	36-146-105	NENE	SQUAW GAP	47.42778114	-103.9947887
11926	HENRY TORSTENSON 2	AB	MCKENZIE	27-151-99	SWSW	TOBACCO GARDEN	47.86482398	-103.3438067
9241	BOWEN, CHARLES 21-1	PA	WILLIAMS	21-153-102	NWNE	TRENTON	48.06639934	-103.8065484
8935	ROLFSRUD 11-17	PA	MCKENZIE	17-153-96	NESW	WESTBERG	47.98305374	-102.9980745

ATTACHMENT C
RECLAMATION SPECIFICATIONS

WELL SITE

INTRODUCTION

The objective of this project is to reclaim the well site to comply with all requirements of North Dakota Administrative Code Section 43-02-03-34.1.

SPECIFICATIONS

- A. Contractor shall arrange for all tools, equipment, products and any other items required to properly reclaim the well site. Contractor is responsible for locating all utility lines before reclamation work begins. Contractor is responsible for disposal of equipment, junk and debris on the site.
- B. Contractors reporting requirements:
- 1) A picture of the well location before work starts, during work (mid-way point) and after the site is reclaimed.
 - 2) Daily activity reports will be submitted into the Commission for review. Each report must contain, dates, times, and work that was done.
 - 3) If an amendment to the approved reclamation bid is required, and the Commission staff approve the change, an estimation of the cost for the change shall be included within that day's daily activity report.
 - 4) Contractors must follow all Federal requirements set forth within the grant requirements and as detailed within the bidding contract. (see **Attachment A**)
- C. To reclaim the well site the contractor shall:
- 1) Remove any equipment and junk.
 - 2) Strip surfacing material.
 - 3) Flush and cap flowlines below 3'. If not below 3' final grade they need to be removed.
 - 4) Remove contamination down to 4' or to levels of 10,000 ppm with no free product for TPH and Electrical conductivity (EC) of 2000 micro siemens/cm. (**prior approval will be needed with estimate prior to starting this work**)
 - 5) Re-contour the site to blend in with the surrounding topography to restore the natural drainage of the area.
 - 6) Bury rocks as needed.
 - 7) Bring in and Spread 6" of topsoil.
 - 8) Cultivate/rip all disturbed areas to alleviate compaction and prepare for seeding.
 - 9) Seed to the native grass specification below if seeding is required.
- D. Landowner:
- The well site is owned by (name and phone number).
- E. Contractor must give the Commission 48 hours advance notice before starting reclamation work.
- F. Contractors invoice requirements:

- 1) All invoices must be complete and final when submitted. Invoices need be submitted within **60 days** from the date the work was completed.
 - 2) Invoices shall identify any operations that are an additional cost to the original procedure and had to be approved by Commission staff. **Unapproved changes will not be reimbursed.**
- G. Contractor guarantees, against defects and workmanship, all work performed under the contract for a period of one year from the date of final acceptance. Contractor shall bear the entire cost and expense of all repairs that may be necessary within that time due to imperfections in work or materials. Contractor is not liable for equipment, material, or workmanship supplied by the Commission.
- H. Contractor must complete the work in a timely manner to Commission requirements.

Native Grass Seeding Specifications

Grass Species	PLS lb/ac.*
Western wheatgrass	2.5
Green needlegrass	2.0
Slender wheatgrass	1.5
Little bluestem	1.0
Prairie sandreed	1.0
Sideoats grama	2.0
Blue grama	0.5
Big bluestem	—
Switchgrass	—
Canada wildrye	—
Indiangrass	—
Total seed mixture	10.5

*PLS = Pure live seed: Seeding rates are 1.5 times the normal seeding rate based on 30 seed/ft².

BID

Bid for reclamation 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, RECLAMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$5,798,794.58 - (Salvage Value) \$0
+ (Potential extras estimate) \$0
= (Total bid amount) \$5,798,794.58 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 Reclamation 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 30th day of November 2022.



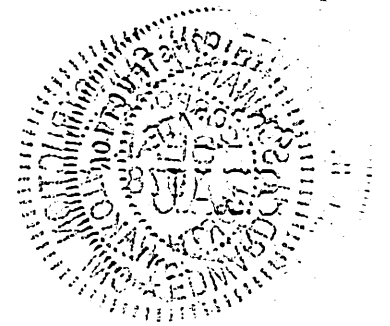
Edward H. Schwartz Construction, Inc.
Name of Bidder

Edward H. Schwartz
Signature

PO Box 130 New England, ND 58647
Business Address

701-579-4204
Business Telephone Number

jodi@earthking.net
Email



Edward H. Schwartz Construction

PO Box 160
103 S. Main St.
New England, ND 58647

701-579-4204
jodi@earthking.net

ESTIMATE

Name:

NDIC OIL & GAS DIVISION


1016 E CALGARY AVE BISMARCK, ND 58503-5512

Attention:

MR. CODY VANDERBUSCH

Item	Description	Unit	Quantity	Unit Price	Total
16135	LM 2	LS	1.00	\$ 216,612.38	\$ 216,612.38
16196	PEDERSON 1-10H	LS	1.00	\$ 409,099.88	\$ 409,099.88
14442	BEAUDOIN 36-1	LS	1.00	\$ 212,424.88	\$ 212,424.88
11802	TEMPLE-HAUGEN 27-2	LS	1.00	\$ 295,818.63	\$ 295,818.63
15648	LYNN 2	LS	1.00	\$ 371,806.13	\$ 371,806.13
15781	LYNN 3H	LS	1.00	\$ 218,976.50	\$ 218,976.50
9519	TANK 1-3	LS	1.00	\$ 567,224.88	\$ 567,224.88
5612	NELSON 13-28 SWD	LS	1.00	\$ 157,712.38	\$ 157,712.38
90013	KLANDL 26-31X SWD	LS	1.00	\$ 1,184,156.13	\$ 1,184,156.13
4971	HOWIE 11X2	LS	1.00	\$ 379,993.63	\$ 379,993.63
5914	HOWIE 1 SWD	LS	1.00	\$ 186,937.38	\$ 186,937.38
6015	HOWIE 2	LS	1.00	\$ 306,243.63	\$ 306,243.63
12852	R.K.E 44-16H	LS	1.00	\$ 193,087.38	\$ 193,087.38
7200	FOLKVORD-STATE 1-36 SWD	LS	1.00	\$ 218,374.88	\$ 218,374.88
11926	HENRY TORSTENSON 2	LS	1.00	\$ 495,037.38	\$ 495,037.38
9241	BOWEN, CHARLES 21-1	LS	1.00	\$ 175,293.63	\$ 175,293.63
8935	ROLFSRUD 11-17	LS	1.00	\$ 209,994.88	\$ 209,994.88
					\$ 5,798,794.58

Notes:


Date: 11.30.22
 Title: _____



CORPORATE BOARD RESOLUTION
OF
EDWARD H. SCHWARTZ CONSTRUCTION, INC.

A special meeting of the Directors & Shareholders of Edward H. Schwartz Construction, Inc., herein referred to as "Corporation", was held on the 1st day of December 2020, in accordance with the Corporation's bylaws. The Directors and Shareholders approve Joel P. Ficek and Jodi Olsonawski the authority to proceed with all bids presented in the best interest of Edward H. Schwartz Construction, Inc.

The following resolutions were offered, seconded, and unanimously adopted.

BE IT RESOLVED that the Directors & Shareholders of the Corporation hereby authorizes and grants signing authority to the following officers of the Corporation:

Joel P. Ficek- Vice President of Operations

Jodi Olsonawski- Secretary of Corporation

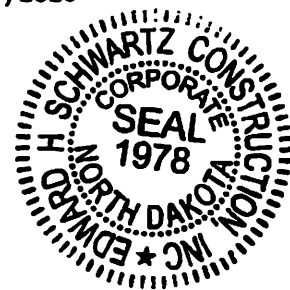
The officers are authorized and directed to execute any and all documents and do any and all acts which may be necessary in connection with the resolution and in the best interest of the Corporation.

Certification

I, the undersigned, Randal E. Schwartz, President of Edward H. Schwartz Construction, Inc. do certify that the foregoing is true, exact, and correct copy of a resolution adopted at lawfully held meeting of the Corporation's Board of Directors on December 1st, 2020

Signed: _____

Title: _____



State of North Dakota SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 2378

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **EDWARD H. SCHWARTZ CONSTRUCTION, INC.** whose address is in NEW ENGLAND, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

EDWARD H. SCHWARTZ CONSTRUCTION, INC. is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: January 14, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State



November 30, 2022

Cody VanderBusch

Teraflex Group, LLC makes the following assumptions and qualifications concerning this proposal.

1. TNORM disposal or testing is excluded from this proposal.
2. Disposal of anodes from treaters is excluded if TNORMS are present.
3. Disposal of all liquids from tanks and flow line cleaning and flushing is included. Contaminated soil will be removed on a per hour basis and disposal is at \$ 38.50 / Ton and trucking at \$ 128.00 per hour
4. We assumed all existing wells will be capped and pump jacks disconnected.
5. We included all Hydrovac work in our proposal.
6. Teraflex Group, LLC is a full-service civil contractor with over 10 years of experience in the oil and gas industry. Our services include complete site builds, facility construction, maintenance, roustabout services, complete site demolition both surface and underground. We have done numerous spill cleanups and work closely with a few insurance carriers and operators in our area. We also have excellent relationships disposal facilities in our immediate area. We have a work force of 70 hands and over 100 pieces of equipment in our fleet.

General Contractors-Excavation-Grading-Heavy Hwy-Public Utilities-Oil & Gas

North Carolina Office
52 Walnut St, Suite 7
Waynesville NC 28786

ND – Corporate Office
1015 58th Street West | PO Box 10482
Williston ND 58803
Ph: 701.774.9816 | Fax: 701.774.9817

Utah Office
244 Paxton Ave
Salt Lake City, UT 84101

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 805,231.00 - (Salvage Value) 200.00
+ (Potential extras estimate) 0
= (Total bid amount) 805,031.00 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 Reclamation 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 1 day of December 2022.

Teraflex Group LLC
Name of Bidder

Zachary Caleb Brown
Signature

PO Box 10482 Williston ND 58803
Business Address

701-774-9816
Business Telephone Number

ABC@teraflexgroup.com
Email

ATTACHMENT B

Package 7 wells

FileNo	Well Name & Number	Status	County	STR	Wh_Qtr	Field	Wh_Lat	Wh_Long
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
14442	BEAUDOIN 36-1	PA	DUNN	36-144-97	E2SW	CABERNET	47.24475902	-102.9186196
11802	TEMPLE-HAUGEN 27-2	PA	MCKENZIE	27-153-95	CNE	CHARLSON	48.04903098	-102.8766388
15648	LYNN 2	PA	MCKENZIE	21-153-102	NWSW	INDIAN HILL	48.05821942	-103.6433448
15781	LYNN 3H	PA	MCKENZIE	27-153-101	NENE	INDIAN HILL	48.05178514	-103.6509888
9519	TANK 1-3	PA	MCKENZIE	3-150-96	NWSE	JOHNSON CORNER	47.83892293	-102.9481069
5612	NELSON 13-28 SWD	PA	WILLIAMS	28-157-95	NWSW	MIDWAY	48.39264122	-102.9692296
90013	KLANDL 26-31X SWD	PA	MCKENZIE	26-148-105	NWNE	MONDAK	47.61854609	-104.0200949
4971	HOWIE 11X2	PA	SLOPE	2-136-100	NWNW	ROCKY RIDGE	46.62570609	-103.2141418
5914	HOWIE 1 SWD	PA	SLOPE	2-136-100	SWNE	ROCKY RIDGE	46.6232529	-103.2015376
6015	HOWIE 2	PA	SLOPE	2-136-100	NESE	ROCKY RIDGE	46.61872012	-103.1980077
12852	R. K. E. 44-16H	PA	MCKENZIE	16-145-101	SESE	ROUGH RIDER	47.3753882	-103.5481005
7200	FOLKVORD-STATE 1-36 SWD	PA	MCKENZIE	36-146-105	NENE	SQUAW GAP	47.42778114	-103.9947887
11926	HENRY TORSTENSON 2	AB	MCKENZIE	27-151-99	SWSW	TOBACCO GARDEN	47.86482398	-103.3438067
9241	BOWEN, CHARLES 21-1	PA	WILLIAMS	21-153-102	NWNE	TRENTON	48.06639934	-103.8065484
8935	ROLFSRUD 11-17	PA	MCKENZIE	17-153-96	NESW	WESTBERG	47.98305374	-102.9980745

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 54732

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **TERAFLEX GROUP, LLC** whose address is in WILLISTON, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

TERAFLEX GROUP, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 23, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

TERAFLEX GROUP, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

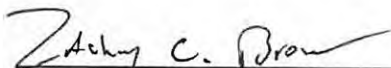
License # 54732



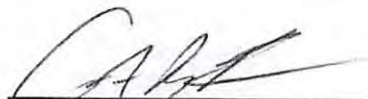
AGREEMENT / AUTHORITY TO SIGN

Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.

All Necessary Acts: The Members and officers of this LLC are authorized to perform all acts necessary to perfect the organization of this LLC and to carry out its business operations expeditiously and efficiently. The Secretary of the LLC, or other officers, or all Members of the LLC, may certify to other businesses or financial institutions as to the authority of one or more Members or officers of this LLC to transact specific items of business on behalf of the LLC.



Zachary C. Brown
Managing Member



George A. Brown III
Managing Member

General Contractors-Excavation-Grading-Heavy Hwy-Public Utilities-Oil & Gas

<i>North Carolina Office</i>	<i>ND - Corporate Office</i>	<i>Utah Office</i>
52 Walnut St, Suite 7	1015 58 th Street West/PO Box 10482	244 Paxton Ave
Waynesville NC 28786	Williston ND 58803	Salt Lake City, UT 84101
Ph: 701.774.9816 Fax: 701.774.9817		



North Dakota Office
1015 58th Street W
Williston, ND 58801
(701)774-9816
(701)774-9817 fax
Mailing Address:
P O Box 10482
Williston, ND 58803

EQUIPMENT DESCRIPTION	HOURLY RATE
EXCAVATORS	
CAT 305 EXCAVATOR	\$ 68.00
CAT308 EXCAVATOR	\$ 78.00
CAT315 EXCAVATOR	\$ 100.00
CAT320 EXCAVATOR	\$ 104.00
CAT323 EXCAVATOR	\$ 126.50
CAT329 EXCAVATOR	\$ 136.50
CAT335 EXCAVATOR	\$ 142.00
CAT336 EXCAVATOR	\$ 144.50
BACKHOE	
CAT430 RUBBER TIRE BACKHOE	\$ 78.00
ATTACHMENTS - BROOM, FORK, BUCKET	
DOZERS	
CATD5G DOZER	\$ 84.00
CAT D5K2-LPG DOZER	\$ 94.50
JD 700 K DOZER	\$ 116.50
CATD6T DOZER	\$ 133.25
CAT D8K DOZER	\$ 221.00
MOTORGRADER	
CAT140 MOTORGRADER	\$ 118.75
CAT160M MOTORGRADER	\$ 128.75
SKIDSTEER	
CAT279C SKIDSTEER	\$ 76.50
W/ATTACHMENTS - BUSHHOG, BROOM, AUGER	\$ 88.50
OFF-ROAD TRUCK	
VOLVO A25 ARTICULATED TRUCK	\$ 98.00
CAT ARTICULATED DUMP TRUCK	\$ 126.00
COMPACTORS	
CAT563-SOIL COMPACTOR	\$ 82.50
CAT 815 COMPACTOR	\$ 225.00
TRENCH ROLLER (NO OPERATOR)	\$ 40.00
LOADERS	



North Dakota Office
1015 58th Street W
Williston, ND 58801
(701)774-9816
(701)774-9817 fax
Mailing Address:
P O Box 10482
Williston, ND 58803

EQUIPMENT DESCRIPTION		HOURLY RATE
CAT 938M FRONT END LOADER		\$ 111.50
CAT 930 FRONT END LOADER		\$ 101.50
JD 7230 4 WHEEL DRIVE FARM TRACTOR		\$ 82.50
SCRAPERS		
CAT627 SCRAPER		\$ 390.00
LIGHT PLANTS		
ALLMAND LIGHT-PRO LIGHT TOWER (DAY RATE)		\$ 120.00
MISCELLANEOUS EQUIP		
AIR COMPRESSOR - (DAY RATE)	DAYRATE	\$ 300.00
AIR COMPRESSOR (LARGE) - (DAY RATE)	DAYRATE	\$ 2,500.00
BUSH HOG MOWER - 15' DECK		\$ 38.00
CEMENT PIG (DAY RATE)	DAYRATE	\$ 550.00
COMPACTOR - PLATE TAMP	DAYRATE	\$ 75.00
CONTANT C-915D SNOW BLOWER		\$ 395.00
CUT OFF SAW	DAYRATE	\$ 75.00
FLAMELESS HEATER	DAYRATE	\$ 375.00
GLYCOL GROUND HEATER	DAYRATE	\$ 475.00
HUSQVARNA WEED EATER		\$ 9.00
HYDRO-EXCAVATOR (5-AXLE)		\$ 310.00
HYDROVAC TRAILER & TRUCK		\$ 250.00
JEEP TESTER (DAY RATE)	DAYRATE	\$ 150.00
JOB TRAILER - (DAY RATE)	DAYRATE	\$ 325.00
DUMP TRAILER	DAYRATE	\$ 20.00
MANLIFT	DAYRATE	\$ 450.00
POLY FUSER		\$ 235.00
POSITECTOR TESTER (DAY RATE)		\$ 150.00
PRESSURE WASHER(HOT)-TRAILER MOUNTED	W/O OPER	\$ 50.00
SANDBLASTER (DAY RATE)	DAYRATE	\$ 175.00
SEED DRILL (10FT)	DAYRATE	\$ 125.00
SOIL DISK (12FT)	DAYRATE	\$ 200.00
SNOW BOX	DAYRATE	\$ 75.00
TELEHANDLER (DAY RATE)	DAYRATE	\$ 450.00
THAWING BLANKET (DAY RATE)	DAYRATE	\$ 75.00
THREADING MACHINE		\$ 240.00
WACKER - WATER PUMP		\$ 28.00
WIRTGEN 2500		\$ 400.00
GATE PANELS (SAFETY) DAYRATE	DAYRATE	\$ 3.00



North Dakota Office
1015 58th Street W
Williston, ND 58801
(701)774-9816
(701)774-9817 fax
Mailing Address:
P O Box 10482
Williston, ND 58803

EQUIPMENT DESCRIPTION		HOURLY RATE
ON-ROAD TRUCKS		
1/2 TON PICK-UP - SUPERVISOR		\$ 50.00
3/4 TON PICK UP - CREW		\$ 28.50
HOT SHOT TRUCK & TRAILER		\$ 66.00
LOWBOY TK WITH TRAILER W/STINGER		\$ 132.75
ON-ROAD WATER TRUCK 1800 GAL		\$ 55.00
ON-ROAD WATER TRUCK 4000 GAL		\$ 74.00
ROUSTABOUT TRUCK		\$ 55.00
CEMENT SPREADER TRUCK		\$ 133.00
SALT SPREADER TRUCK - TON		\$ 115.00
TK WITH 130BBL VAC TRAILER		\$ 107.00
TK WITH SIDE - BELLY DUMP TRAILER		\$ 107.00
TRI-AXLE END DUMP TRUCK		\$ 75.00
TRI-AXLE END DUMP TRUCK/ TRAILER		\$ 98.00
WELDER TRUCK		\$ 55.00
PERSONNEL		
ADMINISTRATION		\$ 45.00
LABORER		\$ 58.00
TRUCK DRIVER		\$ 63.00
OPERATOR		\$ 63.00
SUPERVISOR		\$ 70.00
WELDER		\$ 85.00
PROJECT MANAGER		\$ 105.00



December 1, 2022

Mr. Cody VanderBusch
NDIC Oil & Gas Division
1016 E. Calgary Ave
Bismark, ND 58503-5512

SUBJECT: Reclamation Package 7

Dear Mr. VanderBusch:

North Wind Site Services, LLC is pleased to present our proposal in response to the subject solicitation for well location reclamation.

North Wind Site Services is an SBA-certified 8(a) small, disadvantaged business specializing in environmental services. We offer the State of North Dakota a low-risk, experienced, and cost-effective contractor with the in-house capabilities to build teams as well as package and deliver full-service projects. North Wind has oil and gas experts on staff who will be assigned to all North Dakota reclamation projects if awarded.

North Wind Site Services understands that orphan well programs throughout the U.S. are complex in all respects, including building access to the well sites; safely and efficiently abandoning downhole scenarios; removing and remediating surface equipment, buried pipelines, and contaminated soils; and reclaiming disturbed areas wherein the land, air, and water are returned to an "untouched" status.

Our expertise in oil and gas site reclamation has been gained on previous projects for the Federal Bureau of Land Management (BLM) in Wyoming and the U.S. Forest Service in Tennessee. In addition, we have successfully completed reclamation projects for the BLM at mine sites in California, Colorado, and Nevada, the U.S. Department of Energy at the Energy Technology Engineering Center in California, the U.S. Army Corps of Engineers at EPA Superfund sites in Ohio and Oregon, and the Coeur D'Alene Trust in Idaho. As described in the attached flyer, North Wind Site Services brings a breadth of experience, not only in reclamation but in a full complement of services for state oil and gas programs.

As the president of North Wind Site Services, I welcome you to contact me regarding this proposal. I may be reached at kkearney@northwindgrp.com or (208) 520-0940.

We thank you for this opportunity to work with the State of North Dakota and look forward to assisting you with your reclamation requirements.

Warm Regards,

A handwritten signature in blue ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Kimberley Kearney, PMP
President, North Wind Site Services, LLC

ORPHAN WELLS

The U.S. Department of Interior defines an Orphan Well as *occurring when an operator fails to properly plug and remediate an oil and gas well, and no responsible party can be identified for cleanup activities.*

Proper plugging of orphan wells is necessary to protect public health and safety and conserve natural resources. The Orphan Well count is growing faster, and will continue to do so, than those wells that are being properly plugged and abandoned.

North Wind Group companies (North Wind) are small business leaders in the environmental, engineering, construction, and technical consulting industries. Our wide-ranging capabilities allow self-performance of nearly all aspects of any given work scope, providing our customers with significant cost savings.



PEOPLE

Our team offers...

- More than 2,000 field supervisors, heavy equipment operators, engineers, scientists, and regulatory and specialists available for deployment and support
- Above industry-average Health & Safety with an EMR 0.76
- \$450 million in bonding capacity backed by \$1 billion balance sheet



BENEFITS

North Wind brings...

- Teaming partners and deployable resources across the U.S., ensuring timely response when needs arise
- Proven and mature corporate infrastructure in place for more than 25 years and implemented on thousands of projects
- North Wind companies are wholly owned subsidiaries of Cook Inlet Region, Inc. (CIRI), an Alaska Native Corporation (ANC). The group of companies include small disadvantaged businesses, 8(a), and HUBZone companies.



SERVICES

- **Environmental**
 - Air Quality Monitoring
 - Surface and Groundwater Monitoring
- **Reclamation/Restoration**
 - Return Sites Back to "Natural" Condition
 - Removal of Pipelines and Old Surface Structures/Equipment
 - Covered Up Old Pits and Reseed
- **Remediation**
 - NORM Removal
- **Engineering**
- **Plug and Abandon (P&A) Subsurface Oil/Gas Wells and Groundwater Monitoring Wells**



BUSINESS LINES

North Wind has six business lines providing experienced and qualified solutions to meet all of your needs.

- Environmental Services
- Engineering Services
- Construction Services
- Facility Operation & Infrastructure Services
- IT/Cyber Enterprise Management Services
- Professional Services

For more information scan the QR code above or go to northwindgrp.com/what-we-do



Grant Smith, *Regional Director*
grant.smith@northwindgrp.com
(713) 519-9229

Kimberley Kearney, PMP
President North Wind Site Services
kkearney@northwindgrp.com | (208) 520-0940

EXAMPLE EXPERIENCE SUMMARY



BIG SOUTH FORK

Bureau of Land Management (BLM) | Fentress County, TN
Well plugging and surface remediation services located at 12 historic well sites within the Big South Fork National River and Recreation Area that included:

- All management, personnel, equipment, engineering, services and materials
- Mobilization and demobilization of personnel, equipment, materials, and supplies.
- Planning and execution of all site restoration and removals, including road repair
- Removal, testing, transporting, and disposing of all hazardous and nonhazardous oilfield waste, equipment, and materials in a manner that complies with all federal, state, and local regulations
- Kept premises free from accumulations of waste materials and debris, continuously evaluating if any materials were hazardous, and then responsible for the removal and proper disposal according to the Department of Environmental Quality
- Notified the site landowners and/or lease holders and the landowners and/or lease holders of any property used for ingress and egress prior to the commencement of work

FUN FACT
The first modern oil well in the U.S. was drilled by Edwin Drake in northwestern Pennsylvania in 1859.

RECLAMATION/REMEDIATION/RESTORATION PROJECTS

- **Energy Technology Engineering Center (ETEC)** | Simi Valley, CA | U.S. Department of Energy (DOE)
- **Luckey Formerly Utilized Sites Remedial Action Program (FUSRAP)** | Luckey, OH | U.S. Army Corps of Engineers (USACE)
- **Rand Mine Reclamation** | Kern County, CA | BLM
- **Frisco Bagley Mine Reclamation** | Bonita Peak, CO | BLM
- **Formosa Mine** | Douglas County, OR | USACE
- **Interstate Callahan Environmental Remediation, East Fork Nine Mile** | Silver Valley, ID | Coeur d'Alene Complex Superfund Site
- **Pine Bird Mine Environmental Remediation** | Cherry Creek, NV | BLM

GROUNDWATER MONITORING PROJECTS

- **Upper Blackfoot Mining Complex Monitoring** | Lincoln, MT | Montana Department of Environmental Quality (DEQ)
- **Technical and Remedial Services** | Coeur d'Alene Basin, ID | Idaho DEQ
- **Perfluorinated Compounds at Eielson Air Force Base and Moose Creek** | Moose Creek, AK | USACE
- **ETEC** | Simi Valley, CA | DOE
- **Atlas 12 Final Remedial Action** | Windsor, CO | USACE
- **Luckey FUSRAP** | Luckey, OH | USACE
- **Gilt Edge Mine Groundwater Investigation** | Lawrence County, SD | USACE
- **Jefferson Proving Grounds Environmental Radiation Monitoring** | IN | USACE

AIR MONITORING PROJECTS

- **ETEC** | Simi Valley, CA | DOE
- **Luckey FUSRAP** | Luckey, OH | USACE
- **Knolls Atomic Environmental Remediation Services Demolition and Removal** | Schenectady, NY | DOE
- **Lawrence Livermore Technical Assistance Contract** | Livermore, CA | DOE
- **Deactivation Project** | Paducah, KY | DOE
- **Container Ship Terminal Expansion Environmental Impact Statement** | Charleston, SC | South Carolina State Ports Authority
- **Air Permitting and Compliance Services** | Pickens/Anderson, SC | OWT Industries (Ryobi)
- **Air Permitting and Compliance Services** | Fletcher, NC | Wilsonart, LLC
- **Air Emissions Inventories, Title V Permit Renewal, and Misc. Air Quality Services** | AK and CO | Air Force Civil Engineering Center

WELL P&A AND DECOMMISSIONING PROJECTS

- **HAZMAT Cleanup** | 12 Western U.S. States | BLM
- **Big South Fork Oil and Gas Well P&A** | Fentress County, TN | BLM
- **Atlas 12 Final Remedial Action** | Windsor, CO | USACE
- **Los Alamos National Laboratory Deep Drilling Program** | New Mexico | DOE
- **ETEC** | Simi Valley, CA | DOE
- **Environmental Remediation of Haines Fuel Terminal** | Haines, AK | USACE



BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$3,813,548.12 - (Salvage Value) See Attachment B
+ (Potential extras estimate) See Attachment A
= (Total bid amount) \$3,813,548.12 dollars (\$).

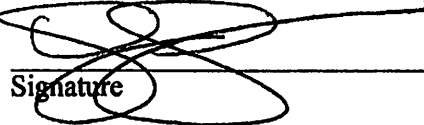
Contractor hereby agrees that it shall comply with all Federal requirements including Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (as noted in **Attachment A** of Bid Notification).

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 Reclamation 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 1st day of December 2022.

North Wind Site Services, LLC

Name of Bidder



Signature

1425 Higham St., Idaho Falls, ID 83402

Business Address

208-520-0940

Business Telephone Number

kkearney@northwindgrp.com

Email

Table of Contents

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Detailed Cost Estimate by Well.....	4
Attachment A – Potential Extra Costs.....	5
Attachment B – Potential Salvage Values	5

Assumptions

- All wells will be plugged by June 2023 to facilitate mobilization for reclamation to meet required period of performance.
- The State will provide Right of Entry for all locations regardless of ownership.
- Reclamation is to be completed to the standards set forth in the specification and as defined in NDAC 43-02-03-34.1. Landowner expectations beyond the established standard will require resolution assistance and/or additional charge approval.
- Abandoned flowlines intact and functional for flushing and abandonment.
- No GIS deliverables as required by North Dakota Administrative Code 43-02-03-29.1 will be provided documenting pipeline abandonment. Daily activity reports will be used to record a description of pipeline abandonment completed each day including locations of start and end points, type of fluid used, and estimated length.
- The lease road at R.K.E. 44-16H will be topsoiled and seeded but returning to original topography is not included in this pricing. Road can be blocked off by boulders if the state prefers to prevent future access.

Inclusions

- Removal of any remaining surface equipment and junk. Tanks, treaters, and electrical controllers are included at an additional cost see Attachment A.
- Surface material stripping.
- North Wind will flush flowlines with fresh water and cut and cap 3' below final contour. Water will be disposed of at an authorized facility, not to exceed 73 BBL. Attachment A includes cost for additional flushing and disposal rates. Flowlines above 3' will be removed and disposed of.
- Flowlines to be flushed to facility onsite (Treater, CTB, etc.) or to the extent of site pad area or lease road under scope for reclaiming.
- North Wind will provide contaminated soil removal down to 4' at prices provided in Attachment A.
- Locations and lease roads will be re-countered to blend in with surrounding topography to restore natural drainage of area.
- Rocks will be buried as needed.
- North Wind will bring in and spread 6" of topsoil at well location and lease road.
- All disturbed areas will be cultivated/ripped to alleviate compaction and prepare for seeding.
- North Wind will perform seeding to the native grass specifications for all areas where applicable.
- North Wind will submit to the commission photos of each location prior to work starting, mid-way through work, and after completing work. In addition, daily activity reports documenting dates, times, and work that was completed each day will be prepared and submitted.

Exclusions

- Exploratory excavation/locating services to find any abandoned or unlocatable flowlines.
- All winterization items are excluded, such as snow removal, frost laws permitting, road restrictions, heaters, extreme condition productivity, etc. If required, cost adders will apply.
- TENORM assessments and disposal.
- Removal and disposal of asbestos insulation.
- Fencing/Erosion Control
- H2S support services will be billed at an additional cost.
- No disposal/salvage is included for vehicles abandoned on locations since a title is required to perform these tasks.
- Removal of any utility services from site. Electric contractor or utility provider to disconnect power at meter and remove any transformers and/or underground electric boxes on location. North Wind will verify all locations have been deenergized prior to beginning work at locations where electrical is present.

Detailed Cost Estimate by Well

Well Location	Bid Amount
LM 2	\$ 207,247.16
Pederson 1-10 H	\$ 172,199.59
Beaudoin 36-1	\$ 202,916.00
Temple-Haugen 27-2	\$ 233,450.76
Lynn 2	\$ 341,103.66
Lynn 3H	\$ 348,576.53
Tank 1-3	\$ 166,283.14
Nelson 13-28 SWD	\$ 87,963.34
Klandl 26-31X SWD	\$ 370,944.85
Howie 11X2	\$ 264,011.89
Howie 1 SWD	\$ 127,130.79
Howie 2	\$ 174,689.68
R.K.E. 44-16H	\$ 133,575.93
Folkvord-State 1-36 SWD	\$ 189,339.52
Henry Torstenson 2	\$ 325,840.23
Bowen, Charles 21-1	\$ 168,932.30
Rolfsrud 11-17	\$ 299,342.75

Attachment A – Potential Extra Costs

Extra	Cost	Unit
Contaminated Soil Disposal (Includes Hauling)	\$ 274.52	CY
Topsoil	\$ 15.53	CY
Topsoil Hauling	\$ 140.00	Hour
Fresh Water	\$ 6.00	BBL
Contaminated Water Disposal	\$ 35.00	BBL
Hydrovac Truck	\$ 400.00	Hour
Vac Truck	\$ 175.00	Hour

Attachment B – Potential Salvage Values

Due to market volatility, salvage value will be provided at time of salvage less freight and administrative costs.

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000047187

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **North Wind Site Services, LLC** whose address is in KNOXVILLE, TN, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

North Wind Site Services, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: July 15, 2022

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

North Wind Site Services, LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000047187



STATE OF NORTH DAKOTA
 OFFICE OF STATE TAX COMMISSIONER
 BRIAN KROSHUS, COMMISSIONER

November 18, 2022

Ref: L1710635136
 Acct: 5956402-CCT-002

NORTH WIND SITE SERVICES LLC
 1425 HIGHAM ST
 IDAHO FALLS ID 83402-1513

(083) 

North Dakota Contractor’s Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner’s records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor’s Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date



STATE OF NORTH DAKOTA
 OFFICE OF STATE TAX COMMISSIONER
 BRIAN KROSHUS, COMMISSIONER

November 18, 2022

Ref: L0368457856
 Acct: 5956402-CCT-002

NORTH WIND SITE SERVICES LLC
 1425 HIGHAM ST
 IDAHO FALLS ID 83402-1513

(083) 

North Dakota Contractor’s Tax Clearance – Expires December 31, 2023.

As of the date of this letter, the North Dakota Office of State Tax Commissioner’s records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

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This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
 Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, make a copy for your records, and return this document to our office.

 Date Operations Ceased
 In North Dakota

 Signature

 Date

BID

Bid for reclamation 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, RECLAMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$4,322,268 - (Salvage Value) \$ 26,300
+ (Potential extras estimate) \$ 200,000
= (Total bid amount) \$4,495,968 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 Reclamation 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 30 day of NOVEMBER 2022.

PMT SERVICES INC. BILLY BUTLER
Name of Bidder


Signature

1713 44TH ST. W WILLISTON, ND 58801
Business Address

406-560-1954
Business Telephone Number

pmttransport@me.com
Email

BREAKDOWNS

GOULDER &
ASSOCIATES
TESTING \$170,000
est.

LM2

\$ 157,993

HOWIE 1 SWD

\$ 66,673

PEDERSON 1-10H

\$ 202,393 \$ 22,800

HOWIE 2

\$ 277,633

BEAUDOIN 36-1

\$ 254,113

RKE 44-16H

\$ 269,473

TEMPLE HAUGEN 27-2

\$ 207,913

FORKVOLD STATE 1-36 SWD

LYNN 3H

\$ 201,913

HENRY TORSTENSON 2

\$ 219,073

\$ 26,000
SALVAGE - 4,600

\$ 21,400

LYNN 2

\$ 317,760

BOWEN CHARLES

\$ 147,313

TANK 1-3

\$ 226,873

\$ 27,000
5,000

\$ 22,000

ROLFRUD 11-17

\$ 224,593

NELSON 13-28

\$ 124,633

KLANDL 26-31X

\$ 365,833

\$ 101,500
~~\$ 87,000~~ EQUIPMENT
REMOVAL

HOWIE 11 X 2

\$ 665,113

\$ 14,500 SALVAGE

\$ 87,000

BID

Bid for reclamation of the following well sites: **Package 7**

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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of
(Gross) \$1,911,198.65 - (Salvage Value) \$3,000.00
+ (Potential extras estimate) \$350,000.00
= (Total bid amount) \$2,258,198.65 dollars (\$).

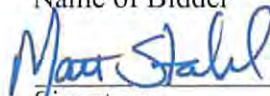
Contractor hereby agrees that it shall comply with all Federal requirements including Davis-Bacon Act; Build America, Buy America; Contract Work Hours and Safety Standards Act; and Copeland Act (as noted in **Attachment A** of Bid Notification).

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 Reclamation 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 1st day of December 2022.

Badlands Contracting, LLC

Name of Bidder



Signature

500 2nd Ave SW Watford City, ND 58854

Business Address

(701) 502-2007

Business Telephone Number

KNorbeck@badlandscontracting.com

Email

Reclaim Package 7

Package	FileNo	Well Name & Number	Status	County	Total
Package 7	16135	LM 2	AB	MCKENZIE	\$ 74,412.33
Package 7	16196	PEDERSON 1-10H	AB	MCKENZIE	\$ 120,891.44
Package 7	14442	BEAUDOIN 36-1	PA	DUNN	\$ 85,884.56
Package 7	11802	TEMPLE-HAUGEN 27-2	PA	MCKENZIE	\$ 101,120.89
Package 7	15648	LYNN 2	PA	MCKENZIE	\$ 144,967.11
Package 7	15781	LYNN 3H	PA	MCKENZIE	\$ 144,250.67
Package 7	9519	TANK 1-3	PA	MCKENZIE	\$ 90,171.67
Package 7	5612	NELSON 13-28SWD	PA	WILLIAMS	\$ 21,479.56
Package 7	90013	KLANDL 26-31X SWD	PA	MCKENZIE	\$ 354,528.33
Package 7	4971	HOWIE 11X2	PA	SLOPE	\$ 111,118.78
Package 7	5914	HOWIE 1 SWD	PA	SLOPE	\$ 48,516.22
Package 7	6015	HOWIE 2	PA	SLOPE	\$ 60,835.38
Package 7	12852	R. K. E. 44-16H	PA	MCKENZIE	\$ 99,207.22
Package 7	7200	FOLKVORD-STATE 1-36 SWD	PA	MCKENZIE	\$ 115,295.22
Package 7	11926	HENRY TORSTENSON 2	AB	MCKENZIE	\$ 149,605.44
Package 7	9241	BOWEN, CHARLES21-1	PA	WILLIAMS	\$ 64,210.22
Package 7	8935	ROLFSRUD 11-17	PA	MCKENZIE	\$ 124,703.60

Total Gross \$ **1,911,198.65**

Less Salvage \$ **(3,000.00)**

Plus Extras \$ **350,000.00**

Includes Reconture for drainage. Total reclaim recontouring to pre-pad not included.

No export of pad base included

Total Bid Amount \$ **2,258,198.65**

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 58132

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **BADLANDS CONTRACTING, LLC** whose address is in WATFORD CITY, ND, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

BADLANDS CONTRACTING, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: March 4, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

BID

Bid for reclamation 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, RECLAMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) 1,610,007.75 - (Salvage Value) 37,445.00
+ (Potential extras estimate) 163,876.46
= (Total bid amount) 1,736,429.21 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 Reclamation 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 1st day of December 2022.

Radiation Pros, LLC
Name of Bidder

Kurt Rhea
Signature

14 Inverness Dr. E, Suite A-220, Englewood, CO 80112
Business Address

720-771-0200
Business Telephone Number

kurt.rhea@radpros.com
Email

Bid Package 7

Site	Gross	Salvage Value	Potential Extras	Total Bid Amount
KLANDL 26-31X SWD	\$225,353.89	-\$10,103.33	\$81,154.42	\$296,404.98
FOLKVORD-STATE 1-36 SWD	\$99,459.42	-\$3,433.33	\$15,783.71	\$111,809.80
BOWEN, CHARLES 21-1	\$104,935.85	-\$3,778.33	\$16,065.29	\$117,222.80
LYNN 3H	\$78,877.23	\$0.00	\$1,817.36	\$80,694.59
LYNN 2	\$129,238.79	\$0.00	\$5,282.65	\$134,521.43
R. K. E. 44-16H	\$43,301.97	\$0.00	\$249.85	\$43,551.82
HENRY TORSTENSON 2	\$96,779.16	-\$3,433.33	\$6,187.08	\$99,532.91
HOWIE 11x2	\$103,785.85	\$0.00	\$4,219.77	\$108,005.62
LM 2	\$63,970.09	\$0.00	\$2,864.76	\$66,834.85
HOWIE 1 SWD	\$45,789.45	\$0.00	\$638.84	\$46,428.29
PEDERSON 1-10H	\$76,291.93	-\$3,893.33	\$2,586.35	\$74,984.95
HOWIE 2	\$88,227.76	\$0.00	\$2,171.42	\$90,399.18
ROLFSRUD 11-17	\$126,618.56	-\$3,203.33	\$7,244.26	\$130,659.49
NELSON 13-28 SWD	\$71,117.57	-\$3,433.33	\$5,236.60	\$72,920.84
TANK 1-3	\$70,084.91	-\$3,433.33	\$5,429.38	\$72,080.96
BEAUDOIN 36-1	\$99,718.75	\$0.00	\$2,481.64	\$102,200.39
TEMPLE-HAUGEN 27-2	\$86,456.56	-\$2,743.33	\$4,463.09	\$88,176.31
Totals	\$1,610,007.75	-\$37,455.00	\$163,876.46	\$1,736,429.21

Terms and Conditions

Client is responsible for any incremental costs associated with variations in transportation costs whether related to volume of material/debris transported, travel time to disposals facilities, or fuel surcharges. The volume of waste material and debris required to be disposed of and the backfill material required may also vary, despite our best estimates, creating variances (positive or negative) from this cost estimate. Client acknowledges that inclement weather, road closures, timely access to the sites, levels of impact due to salinity, hydrocarbons, or radioactivity, the volume and value of recyclable material or prices/credits for recovery of oil, extent of contamination, and the condition of the waste stream are all beyond RAD PROS' immediate control and these circumstances may impact the cost of management and disposal of any waste, potentially increasing or decreasing the final cost to the client. For the state's benefit, all 3rd party costs will be billed at cost +15%.



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
RYAN RAUSCHENBERGER, COMMISSIONER

October 29, 2021

Ref: L0739004544
Acct: 5663885-CCT-004

RADIATION PROS, LLC
14 INVERNESS DRIVE E STE A-220
ENGLEWOOD CO 80112-5625

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2022.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space below the date you ceased operations in this state, sign and date, *make a copy for your records*, and return this document to our office.

Date Operations Ceased
In North Dakota

Signature

Date



STATE OF NORTH DAKOTA
Alvin A. Jaeger
Secretary of State
600 E Boulevard Avenue Dept 108
Bismarck, ND 58505-0500

Terrie Tyree
14 INVERNESS DRIVE EAST, SUITE A-220
ENGLEWOOD, CO 80112

02/22/2022

Receipt Detail

Receipt ID: 2859236
Receipt Total: \$90.00

Item	Description	Check/Ref #	Image ID	Fee	#	Total
Contractor License Renewal	RADIATION PROS, LLC - 0005534242	0005810412		\$90.00	1	\$90.00
Payment - Credit Card (web)	Terrie Tyree - 14 Inverness Drive East, Suite A-220, Englewood, CO 80112	AR0P7C8C971B				(\$90.00)
				Balance:		\$0.00

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000045113

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **RADIATION PROS, LLC** whose address is in ENGLEWOOD, CO, has filed in this office proper documents for a Contractor License valid until March 1, 2022, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

RADIATION PROS, LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: June 4, 2021

A handwritten signature in black ink, appearing to read "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

RADIATION PROS, LLC

is the holder of a North Dakota Class A Contractor License which is in force until March 1, 2022 unless sooner suspended or revoked as provided by NDCC 43-07.

License # 000045113

BID

Bid for reclamation 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, RECLMATION SPECIFICATIONS, RECLAMATION 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 price of

(Gross) \$2,208,245.15 - (Salvage Value) \$18,997.50
+ (Potential extras estimate) \$12,000.00
= (Total bid amount) \$2,201,247.65 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 Reclamation 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 30 day of November 2022.

Midwest Industrial Maintenance LLC
Name of Bidder

Dorine Bachran
Signature

5057 Owan Industrial Park Dr. #7, Williston, ND 58801
Business Address

(701) 645-3261
Business Telephone Number

info@midwestim.com
Email

Bid Package 7

Well Name	Cost	Equipment Salvage	Potential Extra Item	Potential Extra Cost	Net Total
Howie 1 SWD	\$131,720.89	\$0.00	None		\$131,720.89
Howie 2	\$137,963.48	\$1,487.50	None		\$136,475.98
Howie 11x2	\$138,851.72	\$1,487.50	None		\$137,364.22
R.K.E. 44-16H	\$137,963.48	\$2,040.00	None		\$135,923.48
Tank 1-3	\$124,947.95	\$2,507.50	Contour	\$3,000.00	\$125,440.45
Beaudoin 36-1	\$136,823.07	\$0.00	None		\$136,823.07
Bowen Charles 21-1	\$89,634.07	\$0.00	None		\$89,634.07
Folkvord State 1-36SWD	\$100,991.48	\$0.00	None		\$100,991.48
Henry Torstenson 2	\$180,616.80	\$2,210.00	None		\$178,406.80
Klandl 26-31X SWD	\$280,949.86	\$6,545.00	None		\$274,404.86
LM2	\$119,418.45	\$0.00	Contour	\$3,000.00	\$122,418.45
Lynn 2	\$111,246.07	\$0.00	Contour	\$3,000.00	\$114,246.07
Lynn 3H	\$100,390.80	\$0.00	Contour	\$3,000.00	\$103,390.80
Nelson 13-28	\$89,864.42	\$0.00	None		\$89,864.42
Pederson 1-10H	\$107,996.80	\$2,720.00	None		\$105,276.80
Rolfsrud 11-17	\$140,609.74	\$0.00	None		\$140,609.74
Temple Haugen 27-2	\$78,256.07	\$0.00	None		\$78,256.07
Total	\$2,208,245.15	\$18,997.50		\$12,000.00	\$2,201,247.65



STATE OF NORTH DAKOTA
OFFICE OF STATE TAX COMMISSIONER
BRIAN KROSHUS, COMMISSIONER

November 22, 2022

Ref: L1800747136
Acct: 5883059-CCT-002

MIDWEST INDUSTRIAL MAINTENANCE LLC
5057 OWAN INDUSTRIAL PARK DR UNIT 7
WILLISTON ND 58801-9072

(083) 

North Dakota Contractor's Tax Clearance – Expires December 31, 2023.

As of the date of this letter, the North Dakota Office of State Tax Commissioner's records show that the above-named taxpayer does not owe any North Dakota income, sales, use, or gross receipts taxes. This tax clearance does not release the taxpayer from paying any additional income, sales, use, or gross receipts tax that may become due as the result of an audit.

A copy of this Contractor's Tax Clearance may be required to be filed with the North Dakota Secretary of State for contractor licensing purposes. If you enter into a contract with a state or local governmental agency or board, a copy of this Tax Clearance must be provided to that entity.

This is the only copy of the North Dakota Tax Clearance that will be issued and should be retained in your files. It is recommended that you make multiple copies of this document.

Stephen Horgan
Supervisor, Tax Registration

Please Note: If You Are No Longer Doing Business In North Dakota, indicate in the space

State of North Dakota

SECRETARY OF STATE



CONTRACTOR LICENSE

NO: 000045753

CLASS: A

The undersigned, as Secretary of State of the state of North Dakota and Registrar of Contractors, certifies that **Midwest Industrial Maintenance LLC** whose address is in LOCKPORT, IL, has filed in this office proper documents for a Contractor License valid until March 1, 2023, and has complied with all requirements of North Dakota Century Code, chapter 43-07.

Midwest Industrial Maintenance LLC is entitled to bid on and accept contracts as authorized by law under this license without limit as to the value of any single contract project.

Dated: February 11, 2022

A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

The North Dakota Secretary of State verifies that:

Midwest Industrial Maintenance LLC

is the holder of a North Dakota Class A Contractor License
which is in force until March 1, 2023 unless sooner
suspended or revoked as provided by NDCC 43-07.

License # 000045753

State of North Dakota

SECRETARY OF STATE



Certificate of Good Standing of Midwest Industrial Maintenance LLC

SOS Control ID#: 0005648896

Certificate #: 022642724-1

The undersigned, as Secretary of State of the state of North Dakota, hereby certifies that, according to the records of this office,

Midwest Industrial Maintenance LLC

a Contractor - Limited Liability Company was formed under the laws of North Dakota and filed with this office effective September 22, 2021. This contractor has, as of the date set forth below, complied with all applicable North Dakota laws.

ACCORDINGLY, the undersigned, as such Secretary of State, and by virtue of the authority vested in him by law, hereby issues this Certificate of Good Standing.

DATE: November 21, 2022

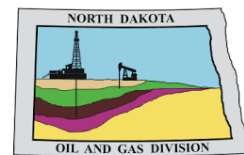
A handwritten signature in cursive script, reading "Alvin A. Jaeger".

Alvin A. Jaeger
Secretary of State

END



6844 Highway 40
Tioga, ND 58852
Randy Neset Cell: 701-641-0778 Office: 701-664-1492



Cody VanderBusch
cwwanderbusch@nd.gov

December 8, 2022

North Dakota Industrial Commission
Attn: Mr. Cody VanderBusch
Oil & Gas Division
1016 E. Calgary Ave
Bismarck, N.D. 58503

RE: Best and final offer for reclaim packages

Dear Mr. VanderBusch:

I appreciate the opportunity to participate in the North Dakota Industrial Commission's (NDIC) invitation to submit a bid to reclaim the wells listed in **IJA Reclamation Package 3** and **IJA Reclamation Package 4**. Please find our NESET response to the best and final offer bid request. If there are any questions or concerns on the submitted documents, please do not hesitate to call or email. I am available at any time on my cell phone, 701-641-0778.

NESET has been in business in North Dakota for 40 years and has administrative personnel including a finance team that is prepared to pay and manage all vendors. In anticipation of this project, our team has MSAs executed and accounts set up with all necessary vendors that will be required to complete the reclamation of the well sites. All vendors will be managed by NESET and we will bill NDIC by the required deadline. In addition, NESET has an engineering team on staff to provide technical support to field personnel and converse with state field inspectors. NESET is in full safety compliance with ISNetworld and PEC and meets the insurance requirements of the contract. NESET also has the capability to test and analyze soil contamination on site in real-time to minimize reclamation areas as necessary.

NESET will ensure to follow all federal requirements listed in Attachment A of the INSTRUCTIONS TO BIDDERS form. I am prepared to execute the contract immediately upon notice of being awarded the bid.

List of documents included in this email:

1. Cover Letter
2. Best and final offer spreadsheet

I look forward to hearing from you and thank you for your time.

Sincerely,

Randy Neset

Randy Neset, VP of Engineering
Neset Consulting Service, Inc.

Earth Systems Response & Restoration's proposal includes the base price to complete a well site reclaim as described in the provided bid documents as listed below (*notes in italics indicate costs not included in the base price*):

Base Price

1. Collect photos of each site before work starts, during work (mid-way point) and after the site is reclaimed.
2. Submit daily activity reports the Commission for review. Each report will contain, dates, times, and work that was done.
3. Make one call for utilities before starting work.
4. Collect and analyze 5 soil samples per site. Will be submitted for hydrocarbon and produced water constituents. (*TENORM sampling/ analysis is not included in the base price and will be billed using the rate sheet or at cost plus 10%*)
5. Submit Reclamation Plan for NDIC and Landowner review.
6. Utility services will be removed from site, if necessary (*Will be billed using rate sheet or at cost plus 10%*).
7. Removal of equipment, junk, and debris on the site (*Due to the unknown nature, future presence/ condition, or market value of well site equipment (pump units, tanks, concrete slabs, treaters, buildings, miscellaneous equipment), dismantling, loading, disposal, and transportation costs are not included in the base price, will be billed using rate sheet or at cost plus 10%*). All salvage value from oil, metal scrap, and equipment sales will be returned to NDIC, minus any costs associated with processing.
8. Flush all pipelines and cut and cap 3' below final contour - dispose of water at an authorized facility. (*Cost associated with removal of shallow lines are not included in base price, Will be billed using rate sheet or at cost plus 10%*).
9. Strip surfacing material from site to an appropriate place (*Surfacing material will be used as fill material, if possible, on site or a nearby site, if not impacted. Impacted or unused surface material will be transported to a local approved landfill, cost of re-contouring the surface is included in the base price but subsurface cut/fill grading, loading, disposal, and/or transportation costs are not included in the base price and will be billed using rate sheet or at cost plus 10%*).
10. Remove any contaminated material with an EC greater than 2000 uS/cm (CL around 250 ppm) and TPH greater than 10,000 ppm (no Free fluids) down to 4', if needed. Dispose of contaminated material at an approved facility. (*Excavation, loading, disposal, and transportation costs are not included in the base price and will be billed using rate sheet or at cost plus 10%*)
11. Recontour the site and road (*cost of re-contouring the surface is included in the base price but subsurface cut/fill grading, loading, disposal, and/or transportation costs are not included in the base price*).
12. Bury rocks as needed. Rocks will be used as fill material, if possible, on site or a nearby site, or will be transported offsite, cost of burying rocks is included in the base price. (*Loading, and/or transportation costs for the rocks are not included in the base price and will be billed using rate sheet or at cost plus 10%*).
13. Spread topsoil. Use stockpiled or hauled in topsoil so there is a minimum of 6" of topsoil on the site. (*Cost of purchasing and transporting topsoil to the site, erosion controls, and/or BMP installation, if necessary are not included in the base price, only spreading and re-contouring, Topsoil will be billed using rate sheet or at cost plus 10%*).
14. Cultivate/rip all disturbed areas to alleviate compaction and prepare for seeding.
15. Seed to the native grass specification if seeding is required. (*Base price includes returning the Site to tilled agricultural use, alternative land use reclaim will be billed using rate sheet and material/equipment cost plus 10%*).
16. Provide final documentation to the NDIC.

Items not explicitly required in the "reclamation specifications " provided in the bid package but recommended by Earth Systems may include the following if necessary & NDIC approved. Will be billed on a time and materials basis using the using rate sheet and material/equipment cost plus 10%)

- EC survey using field instrumentation
- EM/ERT Survey using field instrumentation
- Aerial drone imagery
- Post-excavation environmental sampling and reporting

Some unknown costs are expected and will be billed as necessary for time and materials using the attached rate sheet:

- Items not listed above will be billed on a time and materials basis as listed on the attached rate sheet.
 - TENORM materials if encountered will be billed on a time and materials basis.
 - One day of Hydro-vac is included in base price, additional hydro-vac requirements may be billed on a time and materials basis if necessary and NDIC approved.
 - Supplemental topsoil or fill material, if necessary, will be sourced locally and be billed at a cost plus 10%. Landowner preference, material quality, proximity, and trucking costs will be considered in selection of source to minimize cost.
 - Transportation cost will be billed as listed on the attached rate sheet.
 - Disposal will be billed at a cost plus 10%. Disposal location will be selected based on proximity, waste type (TENORM, soil, sludge, solids, etc.), trucking availability, and volume to minimize costs.
 - Supplemental labor, equipment, and other material charges otherwise not listed will be billed based on the attached rate sheet for items not included in the base price.
-



1815 Schafer Street
Suite 201
Bismarck, North Dakota 58501

Earth Systems- Bakken 2022 Rate Schedule	
Bulk Earth Materials	\$/Cubic Yard
Topsoil	\$25
Subsoil (Clay)	\$9
Labor, Vehicle, and Subcontractor Markup	\$/Hr, unless noted otherwise
Senior II- (Geologist/Engineer/Scientist/ Project Manager)	\$160
Senior I- (Geologist/Engineer/Scientist/ Project Manager)	\$150
Geophysicist	\$160
UAS Drone Pilot	\$160
Project Manager	\$135
Staff Engineer/Scientist	\$130
Associate Engineer/Scientist	\$125
Field Foreman	\$90
Finish Operator	\$80
Operator	\$70
Administrative Support	\$75
Laborer	\$65
Per Diem Overnight-Project Specific (Over Night)	\$185
Per Diem Day-Project Specific (Day)	\$50
1-Ton Work Truck With Tools (per hour)	\$35
3/4 Ton Work Truck With Tools (per hour)	\$30
1/2 Ton Work Truck (per hour)	\$25
1-Ton Work Truck (per day)	\$285
3/4 Ton Work Truck (per day)	\$245
1/2 Ton Work Truck (per day)	\$205
Materials and Subcontractor Markup	10%
Machinery & Equipment	\$/Hr, unless noted otherwise
Skid Steer	\$75
Skid Steer + Attachments (attachment other than bucket or forks)	\$95
Mini-Excavator	\$90
Backhoe	\$100
Backhoe + Attachments	\$125
Loader 1.7-4.25CY	\$110
Loader 4.5-6.5CY	\$145
Excavator-Small Size 75-125 hp	\$115
Excavator- Mid Size 125-275 hp	\$130
Excavator- Large Size 275-550 hp	\$155
Bulldozer Small-Size 75-125 hp	\$115
Bulldozer Medium-Size 150-250 hp	\$155
Bulldozer Large-Size >250 hp	\$205
Belly Scraper 627k	\$225
Motor Grader 14m	\$125
Hydrovac Tailer HX30	\$175
Hydrovac Tailer HX50	\$205
Hydrovac Full Size-45 BBL (with Operator)	\$315
Tractor	\$80
Tractor with disc attachment	\$100
Straw/blanketing,crimping per acre	\$750
Manlift 45'	\$50
Manlift 60'	\$70
Telehandler 6k	\$80
Telehandler 8k	\$90
Utility Trailer / Dump Trailer / Tilt Deck Trailer	\$35
Gooseneck Trailer 25 feet	\$40
Gooseneck Trailer >25 feet	\$50
End Dump Truck (with driver)	\$125
Side Dump Truck (with driver)	\$160
Heavy Haul Low Boy + Truck (with driver)	\$195
Generator <15kW (per day)	\$175
Poly Fuse Machine (412)	\$175
Light Plant (per day)	\$175
2-Inch Trash Pump (per day)	\$200
3-Inch Trash Pump (per day)	\$300



1815 Schafer Street
 Suite 201
 Bismarck, North Dakota 58501

Environmental Equipment	
<u>Water & Soil Sampling</u>	\$/Day, unless noted otherwise
Groundwater Monitoring Well Sampling Kit (submersible/peristaltic pump, tubing, water level meter)	\$175
Water Sampling Kit (Bottle ware, Coolers, Ice, Decontamination Supplies, Shipping)	\$160
Soil Sampling Kit (Bottle ware, Coolers, Ice, Decontamination Supplies, Shipping)	\$160
<u>Air/Soil/Water/Gas Field Screening</u>	
PID	\$110
EC Meter + Chloride Strips	\$70
YSI	\$125
TENORM Meter	\$125
Air Sampling Equipment (4-Gas Monitor)	\$50
Hanby TPH-Water Test Kit (per day)	\$125
Hanby TPH-Water Test Reagent (per sample)	\$45
Petro-Flag TPH Soil Analyzer (per day)	\$125
Petro-Flag TPH Soil Test Reagent (per sample)	\$45
<u>UAS Drone Imaging</u>	
Quadcopter with Standard Camera (Photos)	\$200
Quadcopter with Multi-Spectral Sensor (Mapping & Analysis)	\$650
<u>Geophysical Surveys (Electromagnetic)</u>	
EM31 with Mesa 2 Tablet and Geode Sub-Meter GPS	\$1,150
ERT Supersting + 2D Imaging Software	\$6,000

Notes

1. All labor time is billed port to port. Equipment is billed on a hourly use basis.
2. Heavy Equipment and Earth material (Topsoil and Clay) rates are based on current market values of fuel recovery as of 12/8/2022. Equipment and Earth materials will be billed at current market value plus markup.
3. Heavy haul and oversized road permits will be billed at cost plus markup.

Well Name	File No.	County	Well Type	Operator (Prior to Confiscation)	Field	Base cost	Salvage value	Topsoli	2' Contamination removal/replac	4' Contamination removal/replacem	Water disposal cost/bbl
Paulson 1	7152	BURKE	OG	31 OPERATING, LLC	Black Slough	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
BUSCH 1	13102	BURKE	OG	31 OPERATING, LLC	Black Slough	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
NUSS 1	3505	Burke	OG	31 OPERATING, LLC	Black Slough	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
SMITH 1-21	12782	BURKE	OG	31 OPERATING, LLC	Foothills	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
MESA 24-2H	17440	Burke	OG	CHALLENGER POINT ENERGY, LLC	LAKESIDE	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
BELLA 1	10058	BURKE	OG	COBRA OIL & GAS CORPORATION	Northeast Foothills	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
RADENZ 1	3419	Burke	OG	RANCH OIL COMPANY	PERELLA	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
KALLBERG 1 H	18483	BURKE	OG	31 OPERATING, LLC	Thompson Lake	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
CHRISTENSEN ET AL 2	3503	Burke	OG	PETRO HARVESTER OPERATING COMP	WOBURN	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
AALUND 4-3S	13713	DIVIDE	SWD	RICK AALUND	AMBROSE	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
Chola Sherwood Unit 10-1	4058	RENVILLE	OG	31 OPERATING, LLC	Chola	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
Chola Sherwood Unit 6-1	4064	RENVILLE	OG	31 OPERATING, LLC	Chola	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
Chola Sherwood Unit 9-1	5073	RENVILLE	OG	31 OPERATING, LLC	Chola	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
Chola Sherwood Unit 9-2	6328	RENVILLE	OG	31 OPERATING, LLC	Chola	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
Chola CTB	403477-01	RENVILLE	CTB	31 OPERATING, LLC	Chola	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
STATE OF NORTH DAKOTA 1-36	8989	RENVILLE	OG	31 OPERATING, LLC	Elmore	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
ENERGY MEYER 1	11227	RENVILLE	OG	31 OPERATING, LLC	Hurley	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
ENERGY MEYER 2	11303	RENVILLE	OG	31 OPERATING, LLC	Hurley	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
ENERGY MEYER SWD 1	90066	RENVILLE	SWD	31 OPERATING, LLC	Hurley	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
TRIPLET 1-2	13351	RENVILLE	OG	DES, LLC	IVANHOE	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
Schlak #2	19783	RENVILLE	OG	FRAM OPERATING LLC	NORMA	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
Schlak #3	25472	RENVILLE	OG	FRAM OPERATING LLC	NORMA	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
Laura Funke #4	21720	RENVILLE	OG	FRAM OPERATING LLC	SOUTH GREENE	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
Nangchen 155-86-11-HS1	29241	WARD	OG	SOLUTIONS ENERGY LLC	LONE TREE	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75
SUNDSEK 1-14	12491	WARD	OG	TITAN ENERGY, LLC	TORNING	\$34,840.00	NA	\$23,488.64	\$238,967.86	\$472,735.72	\$0.75

E. C. INGERS	7266	BOTTINEAU	WI	31 OPERATING, LLC	Kane	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
RUTH VEDQ	7270	BOTTINEAU	WI	31 OPERATING, LLC	Kane	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
C. L. BRAND	14662	BOTTINEAU	OG	31 OPERATING, LLC	Kane	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
INGERSOL :	15379	BOTTINEAU	WS	31 OPERATING, LLC	Kane	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
E. C. INGERS	7888	BOTTINEAU	OG	31 OPERATING, LLC	Kane	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
Kane Madi	408118-01	BOTTINEAU	ctb	31 OPERATING, LLC	Kane	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
BLOWERS	90006	BOTTINEAU	SWD	31 OPERATING, LLC	Lansford	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
GEORGE AD	10890	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
GEORGE AD	10919	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
DALE G. LEA	10954	BOTTINEAU	SWD	31 OPERATING, LLC	Mountrose	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
GEORGE AD	10883	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
GEORGE .	10905	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
ANDERSON	4103	BOTTINEAU	OG	MUREX PETROLEUM CORPORATION	Northeast Landa	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
ANDERSON	3862	BOTTINEAU	SWD	MUREX PETROLEUM CORPORATION	Northeast Landa	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
SEM 22-8	11278	BOTTINEAU	OG	31 OPERATING, LLC	Refuge	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
NEWHOUSE	8018	BOTTINEAU	OG	31 OPERATING, LLC	South Landa	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
NEWHOUSE	13488	BOTTINEAU	WI	31 OPERATING, LLC	South Landa	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
FORDE 1R	14641	BOTTINEAU	OG	31 OPERATING, LLC	South Landa	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
South Lan	405466-01	BOTTINEAU	ctb	31 OPERATING, LLC	South Landa	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
Forde 2	5501	BOTTINEAU	OG	31 OPERATING, LLC	South Landa	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
CHRISTENSE	10845	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
LERVIK 2-5	11195	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
SOLBERG 2-	14510	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75
GOODMAN	12154	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$51,377.13	NA	\$24,968.18	\$328,109.93	\$651,019.85	\$0.75

Well Name	File No.	County	Well Type	Operator (Prior to Confi Field)	Base cost	Salvage value	Topsoil	2' Contamination removal/replacement	4' Contamination removal/replacement	Water disposal cost/bbl	
ASHEIM 1	15510	BOTTINEAU	WI	31 OPERATING, LLC	Renville	\$44,100.66	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
HELLER 6-31	17736	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$44,100.66	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
GLESSING 7-16	18452	BOTTINEAU	WI	31 OPERATING, LLC	Renville	\$44,100.66	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
ERICKSON ET AL 1B	19027	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$44,100.66	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
ERICKSON ET AL 3B	19028	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$44,100.66	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
ERICKSON ET AL 2B	19143	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$44,100.66	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
ASHEIM 2	19236	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$44,100.66	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
RICE 11	19315	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$44,100.66	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
RIISE 12	20775	BOTTINEAU	WI	31 OPERATING, LLC	Renville	\$44,100.66	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
RICE 13	20776	BOTTINEAU	WI	31 OPERATING, LLC	Renville	\$44,100.66	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
RICE-STATE 2H	14797	BOTTINEAU	SWD	31 OPERATING, LLC	Renville	\$44,100.66	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
RICE 7	16067	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$44,100.66	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
RIISE 4X	20963	BOTTINEAU	WI	31 OPERATING, LLC	Renville	\$44,100.66	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
Erickson CTB	219027-01	BOTTINEAU	CTB	31 OPERATING, LLC	Renville	\$44,100.66	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
RICE STATE 3H	17788	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$44,100.66	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75

Well Name	File No.	County	Well Type	Operator (Prior to Confiscati Field		Base cost	Salvage value	Topoil	2' Contamination remd	4' Contamination removal/replacement	Water disposal cost/bbl
RICE 10	19314	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
RICE 4	15179	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
RICE 3	15180	BOTTINEAU	WI	31 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
RICE 5	15245	BOTTINEAU	WI	31 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
RICE TRUST 1	13884	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
RICE ET AL 1H	14729	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
RICE 8	16082	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
GLESSING 3	15591	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
Cramer 1	15002	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
GLESSING 1	15246	BOTTINEAU	WI	31 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
CRAMER 4	18558	BOTTINEAU	WI	31 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
CRAMER 1 SWD	90090	BOTTINEAU	SWD	31 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
GLESSING 2	15360	BOTTINEAU	WI	31 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
CRAMER 3	17839	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
Rice-Glessing UT	408574-01	BOTTINEAU	CTB	32 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75
Rice-Ashiem UTB	408575-01	BOTTINEAU	CTB	33 OPERATING, LLC	Renville	\$43,947.36	NA	\$24,968.18	\$264,316.51	\$523,433.03	\$0.75

Well Name	File No.	County	Well Type	Operator (Field	Base cost	Salvage value	Topsoil	2' Contamination r	4' Contamination removal/rep	Water disposal cost/bbl
MAHONEY 2	5848	BOTTINEAU	WI	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
STAVENS 14	14709	BOTTINEAU	WI	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
CAMERON 1	15643	BOTTINEAU	WI	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
STAVENS 1 I	17611	BOTTINEAU	OG	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
CAMERON	17653	BOTTINEAU	OG	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
CAMERON	18264	BOTTINEAU	OG	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
LODOEN 11	18962	BOTTINEAU	OG	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
WRIGHT 12	19062	BOTTINEAU	OG	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
CAMERON 1	19229	BOTTINEAU	WI	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
CAMERON	19463	BOTTINEAU	WI	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
WRIGHT 1:	21279	BOTTINEAU	OG	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
DEMARS W:	90094	BOTTINEAU	WS	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
MOORE-JEN	5478	BOTTINEAU	OG	31 OPERATI South Westhope	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
MOORE-JEN	5480	BOTTINEAU	OG	31 OPERATI South Westhope	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
MARTIN 1	10219	BOTTINEAU	OG	31 OPERATI South Westhope	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
WRIGHT	5367	BOTTINEAU	OG	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
STAVENS	5638	BOTTINEAU	OG	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
WRIGHT 3	15464	BOTTINEAU	OG	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
LODOEN 1	17503	BOTTINEAU	OG	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
LODOEN 11	19194	BOTTINEAU	OG	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
Kuroki Madi	401172-01	BOTTINEAU	CTB	31 OPERATI Kuroki	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75
KOEHLER 32	13229	BOTTINEAU	OG	VAST OPER/ Stinson	\$50,663.20	NA	\$24,968.18	\$325,357.52	\$645,515.03	\$0.75

Well Name	File No.	County	Well Type	Operator (Field)		Base cost	Salvage value	Topsoil	2' Contamination r	4' Contamination ren	Water disposal cost/bbl
BEAUDOIN 36-1	14442	DUNN	OG	MISSOURI	CABERNET	\$53,283.33	NA	\$22,854.55	\$273,078.02	\$540,956.04	0.75 \$
TEMPLE-HAUGEN 27-2	11802	MCKENZIE	OG	FILCO INCO	CHARLSON	\$53,283.33	NA	\$22,854.55	\$273,078.02	\$540,956.04	0.75 \$
LYNN 2	15648	MCKENZIE	OG	MBI OIL & G	INDIAN HILL	\$53,283.33	NA	\$22,854.55	\$273,078.02	\$540,956.04	0.75 \$
LYNN 3H	15781	MCKENZIE	OG	MBI OIL & G	INDIAN HILL	\$53,283.33	NA	\$22,854.55	\$273,078.02	\$540,956.04	0.75 \$
TANK 1-3	9519	MCKENZIE	OG	SIANA OIL & G	JOHNSON CORNER	\$53,283.33	NA	\$22,854.55	\$273,078.02	\$540,956.04	0.75 \$
NELSON 13-28 SWD	5612	WILLIAMS	SWD	RANCH OIL	MIDWAY	\$53,283.33	NA	\$22,854.55	\$273,078.02	\$540,956.04	0.75 \$
KLANDL 26-31X SWD	90013	MCKENZIE	SWD	ALTURAS EN	MONDAK	\$53,283.33	NA	\$22,854.55	\$273,078.02	\$540,956.04	0.75 \$
HOWIE 11X2	4971	SLOPE	OG	DRAWINGS	ROCKY RIDGE	\$53,283.33	NA	\$22,854.55	\$273,078.02	\$540,956.04	0.75 \$
HOWIE 1 SWD	5914	SLOPE	SWD	DRAWINGS	ROCKY RIDGE	\$53,283.33	NA	\$22,854.55	\$273,078.02	\$540,956.04	0.75 \$
HOWIE 2	6015	SLOPE	OG	DRAWINGS	ROCKY RIDGE	\$53,283.33	NA	\$22,854.55	\$273,078.02	\$540,956.04	0.75 \$
R. K. E. 44-16H	12852	MCKENZIE	OG	FILCO INCO	ROUGH RIDER	\$53,283.33	NA	\$22,854.55	\$273,078.02	\$540,956.04	0.75 \$
FOLKVORD-STATE 1-36 SWD	7200	MCKENZIE	SWD	PRIDE ENER	SQUAW GAP	\$53,283.33	NA	\$22,854.55	\$273,078.02	\$540,956.04	0.75 \$
HENRY TORSTENSON 2	11926	MCKENZIE	OG	F & L PETRO	TOBACCO GARDEN	\$53,283.33	NA	\$22,854.55	\$273,078.02	\$540,956.04	0.75 \$
BOWEN, CHARLES 21-1	9241	WILLIAMS	OG	MBI OIL & G	TRENTON	\$53,283.33	NA	\$22,854.55	\$273,078.02	\$540,956.04	0.75 \$
ROLFSRUD 11-17	8935	MCKENZIE	OG	RANCH OIL	WESTBERG	\$53,283.33	NA	\$22,854.55	\$273,078.02	\$540,956.04	0.75 \$

Well Name	File No.	County	Well Type	Operator (Prior to Confiscation)	Field	Base Cost	Salvage value	Topsoil	2' Contamination removal/repai	4' Contamination removal/replacem	Water disposal cost/bbl	Total Ea
Paulson 1	7152	BURKE	OG	31 OPERATING, LLC	Black Slough	\$ 19,870.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 386,812.80
BUSCH 1	13102	BURKE	OG	31 OPERATING, LLC	Black Slough	\$ 19,870.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 386,812.80
NUSS 1	3505	Burke	OG	31 OPERATING, LLC	Black Slough	\$ 19,870.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 386,812.80
SMITH 1-21	12782	BURKE	OG	31 OPERATING, LLC	Foothills	\$ 19,870.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 386,812.80
MESA 24-2H	17440	Burke	OG	CHALLENGER POINT ENERGY, LLC	LAKESSIDE	\$ 32,242.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 399,184.80
BELLA 1	10058	BURKE	OG	COBRA OIL & GAS CORPORATION	Northeast Foothills	\$ 18,570.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 385,512.80
RADENZ 1	3419	Burke	OG	RANCH OIL COMPANY	PERELLA	\$ 27,370.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 394,312.80
KALLBERG 1 H	18483	BURKE	OG	31 OPERATING, LLC	Thompson Lake	\$ 34,642.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 401,584.80
CHRISTENSEN ET AL 2	3503	Burke	OG	PETRO HARVESTER OPERATING COMP	WOBURN	\$ 33,142.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 400,084.80
AALUND & JS	13713	DIVIDE	SWD	RICK AALUND	AMBROSE	\$ 43,042.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 409,084.80
Chola Sherwood Unit 10-1	4058	RENVILLE	OG	31 OPERATING, LLC	Chola	\$ 19,870.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 386,812.80
Chola Sherwood Unit 6-1	4064	RENVILLE	OG	31 OPERATING, LLC	Chola	\$ 19,870.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 386,812.80
Chola Sherwood Unit 9-1	5073	RENVILLE	OG	31 OPERATING, LLC	Chola	\$ 19,870.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 386,812.80
Chola Sherwood Unit 9-2	6328	RENVILLE	OG	31 OPERATING, LLC	Chola	\$ 19,870.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 386,812.80
Chola CTB	403477.01	RENVILLE	CTB	31 OPERATING, LLC	Chola	\$ 37,742.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 404,684.80
STATE OF NORTH DAKOTA 1-36	8989	RENVILLE	OG	31 OPERATING, LLC	Elmore	\$ 32,042.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 398,984.80
ENERGY MEYER 1	11227	RENVILLE	OG	31 OPERATING, LLC	Hurley	\$ 19,870.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 386,812.80
ENERGY MEYER 2	11303	RENVILLE	OG	31 OPERATING, LLC	Hurley	\$ 17,970.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 384,912.80
ENERGY MEYER SWD 1	90066	RENVILLE	SWD	31 OPERATING, LLC	Hurley	\$ 17,970.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 384,912.80
TRIPLETT 1-2	13351	RENVILLE	OG	DES, LLC	IVANKOE	\$ 19,470.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 386,412.80
Schak #2	15783	RENVILLE	OG	FRAM OPERATING LLC	NORMA	\$ 18,570.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 385,512.80
Schak #2	25472	RENVILLE	OG	FRAM OPERATING LLC	NORMA	\$ 18,570.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 385,512.80
Laura Funke #4	21720	RENVILLE	OG	FRAM OPERATING LLC	SOUTH GREENE	\$ 17,770.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 384,712.80
Nangchen 155-86-11-HS1	29241	WARD	OG	SOLUTIONS ENERGY LLC	LOME TREE	\$ 28,042.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 394,084.80
SUNDSBAK 1-14	12491	WARD	OG	TITAN ENERGY, LLC	TORNING	\$ 17,970.00	\$ (8.00)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 384,912.80
						\$ 593,954.00	\$ (200.00)	\$ 487,500.00	\$ 2,856,600.00	\$ 5,808,420.00	\$ 21,250.00	\$ 9,767,524.00

Well Name	Base Cost	Salvage value	Topsoil	2' Contamination remov	4' Contamination remov	Water disposal cost/bbl	Total Ea
E. C. INGERSOLL 1	\$ 15,070.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 382,012.47
RUTH VEDQUAM 2	\$ 13,170.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,112.47
C. L. BRANDT 2	\$ 21,142.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 388,084.47
INGERSOL 3	\$ 13,170.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,112.47
E. C. INGERSOLL 2	\$ 21,142.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 388,084.47
Kane Madison Unit Central Battery	\$ 32,942.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 399,884.47
BLOWERS 1 SWD	\$ 32,942.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 399,884.47
GEORGE ADAMS 23-6	\$ 27,923.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 394,865.47
GEORGE ADAMS ET AL 13-6	\$ 14,920.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 381,862.47
DALE G. LEATHERS 31-6	\$ 23,292.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 390,234.47
GEORGE ADAMS 21-6	\$ 13,170.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,112.47
GEORGE ADAMS 22-6	\$ 32,842.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 399,784.47
ANDERSON H 1	\$ 13,570.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,512.47
ANDERSON SWD SYSTEM D1	\$ 19,220.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 386,162.47
SEM 22-8	\$ 36,242.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 403,184.47
NEWHOUSE 1-3	\$ 23,842.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 390,784.47
NEWHOUSE 2R	\$ 34,242.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 401,184.47
FORDE 1R	\$ 18,170.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 385,112.47
South Landa Madison Unit CTB	\$ 34,742.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 401,684.47
Forde 2	\$ 23,842.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 390,784.47
CHRISTENSON 1	\$ 13,170.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,112.47
LERVIK 2-5	\$ 13,170.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,112.47
SOLBERG 2-9	\$ 13,170.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,112.47
GOODMAN 3-9	\$ 13,170.00	\$ (8.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,112.47
	\$ 518,275.00	\$ (200.00)	\$ 468,000.00	\$ 2,742,336.00	\$ 5,576,083.20	\$ 20,400.00	\$ 9,324,894.20

Well Name	Base	Salvage value	Topsoil	2' Contamination	4' Contamination	Water disposal co	Total Ea
ASHEIM 1	\$ 14,670.00	\$ (13.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 381,607.47
HELLER 6-31	\$ 12,420.00	\$ (13.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 379,357.47
GLESSING 7-16	\$ 12,420.00	\$ (13.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 379,357.47
ERICKSON ET AL 1B	\$ 28,742.00	\$ (13.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 395,679.47
ERICKSON ET AL 3B	\$ 37,042.00	\$ (13.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 403,979.47
ERICKSON ET AL 2B	\$ 19,170.00	\$ (13.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 386,107.47
ASHEIM 2	\$ 14,670.00	\$ (13.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 381,607.47
RICE 11	\$ 40,592.00	\$ (13.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 407,529.47
RIISE 12	\$ 15,670.00	\$ (13.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 382,607.47
RICE 13	\$ 15,570.00	\$ (13.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 382,507.47
RICE-STATE 2H	\$ 40,542.00	\$ (13.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 407,479.47
RICE 7	\$ 12,420.00	\$ (13.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 379,357.47
RIISE 4X	\$ 15,670.00	\$ (13.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 382,607.47
Erickson CTB	\$ 10,170.00	\$ (13.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 377,107.47
RICE STATE 3H	\$ 15,670.00	\$ (13.33)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 382,607.47
	\$ 305,438.00	\$ (200.00)	\$ 292,500.00	\$ 1,713,960.00	\$ 3,485,052.00	\$ 12,750.00	\$ 5,809,500.00

Well Name	Base cost	Salvage value	Topsoil	2' Contamination rer	4' Contamination rer	Water disposal cost	Total Ea
RICE 10	\$ 13,470.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,408.30
RICE 4	\$ 13,470.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,408.30
RICE 3	\$ 13,470.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,408.30
RICE 5	\$ 13,470.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,408.30
RICE TRUST 1	\$ 64,814.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 431,752.30
RICE ET AL 1H	\$ 13,470.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,408.30
RICE 8	\$ 14,370.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 381,308.30
GLESSING 3	\$ 13,870.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,808.30
Cramer 1	\$ 58,814.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 425,752.30
GLESSING 1	\$ 13,470.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,408.30
CRAMER 4	\$ 13,870.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,808.30
CRAMER 1 SWD	\$ 33,042.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 399,980.30
GLESSING 2	\$ 14,370.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 381,308.30
CRAMER 3	\$ 13,870.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,808.30
Rice-Glessing UTB	\$ 18,070.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 385,008.30
Rice-Ashiem UTB	\$ 61,814.00	\$ (12.50)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 428,752.30
	\$ 387,724.00	\$ (200.00)	\$ 312,000.00	\$ 1,828,224.00	\$ 3,717,388.80	\$ 13,600.00	\$ 6,258,736.80

Well Name	Base cost	Salvage value	Topsoil	2' Contamination r	4' Contamination r	Water disposal cos	Total Ea
MAHONEY 2	\$ 10,770.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 377,711.71
STAVENS 14-1	\$ 9,670.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 376,611.71
CAMERON 1	\$ 32,242.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 399,183.71
STAVENS 1 HZ	\$ 13,670.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 380,611.71
CAMERON 1 HZ	\$ 32,242.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 399,183.71
CAMERON 1-11 H	\$ 9,670.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 376,611.71
LODOEN 11-7H	\$ 9,670.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 376,611.71
WRIGHT 12-12H	\$ 18,970.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 385,911.71
CAMERON 1-14	\$ 9,670.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 376,611.71
CAMERON 1 - 12	\$ 9,670.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 376,611.71
WRIGHT 12-10	\$ 12,670.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 379,611.71
DEMARS WSW 1	\$ 2,670.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 369,611.71
MOORE-JENSEN 1-R	\$ 31,342.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 398,283.71
MOORE-JENSEN 2-R	\$ 17,770.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 384,711.71
MARTIN 1	\$ 10,770.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 377,711.71
WRIGHT 13-12	\$ 10,770.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 377,711.71
STAVENS 1	\$ 10,770.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 377,711.71
WRIGHT 3	\$ 10,770.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 377,711.71
LODOEN 1	\$ 10,770.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 377,711.71
LODOEN 11 - 8 H	\$ 10,770.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 377,711.71
Kuroki Madison Unit	\$ 15,270.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 382,211.71
KOEHLER 32-23 #2	\$ 10,770.00	\$ (9.09)	\$ 19,500.00	\$ 114,264.00	\$ 232,336.80	\$ 850.00	\$ 377,711.71
	\$ 311,356.00	\$ (200.00)	\$ 429,000.00	\$ 2,513,808.00	\$ 5,111,409.60	\$ 18,700.00	\$ 8,384,073.60

PACKAGE 1	\$	9,767,524.00
PACKAGE 2	\$	9,324,894.20
PACKAGE 3	\$	5,809,500.00
PACKAGE 4	\$	6,258,736.80
PACKAGE 5	\$	8,384,073.60
PACKAGE7	\$	6,662,013.53

\$ 46,206,742.13

Assumptions

- All wells will be plugged by June 30, 2023 to facilitate mobilization for reclamation to meet required period of performance.
- The State will provide Rights of Entry for all locations regardless of ownership.
- Reclamation is to be completed to the standards set forth in the specification and as defined in NDAC 43-02-03-34.1. Landowner expectations beyond the established standards will require resolution assistance and/or a contract modification.
- Initial surface material stripping and removal is priced assuming 600 CY.
- Abandoned flowlines are intact and functional for flushing and abandonment.
- No GIS deliverables as required by North Dakota Administrative Code 43-02-03-29.1 will be provided documenting pipeline abandonment. Daily activity reports will be used to record a description of pipeline abandonment completed each day including locations of start and end points, type of fluid used, and estimated length.
- In package 7, the lease road at R.K.E. 44-16H will be top soiled and seeded but returning to original topography is not included in this pricing. Road can be blocked off by boulders if the state prefers to prevent future access.

Inclusions

- Removal of any remaining surface equipment and other minor debris. Tanks, treaters, and electrical controllers are included at an additional cost provided below.
- Surface material stripping.
- North Wind will flush flowlines with fresh water and cut and cap 3-ft below final contour. Water will be disposed of at an authorized facility, not to exceed the number of barrels per package listed below. Flowlines above 3-ft will be removed and disposed of at an appropriate facility. If there is any salvage value associated with the disposal of flowlines the state will be credited the amount minus freight and administrative costs.
 - Package 1 - 110 BBL
 - Package 2 - 51 BBL
 - Package 3 - 605 BBL
 - Package 4 - 436 BBL
 - Package 5 - 45 BBL
 - Package 7- 73 BBL
- Locations and lease roads will be re-countered to blend in with surrounding topography to restore natural drainage of area.
- Rocks will be buried as needed.
- North Wind will bring in and spread 6-inches of topsoil at well locations and lease roads (up to 600 CY included in Best and Final Offer Pricing).
- All disturbed areas will be cultivated/ripped to alleviate compaction and prepare for seeding.
- North Wind will perform seeding to the native grass specifications for all areas where applicable.
- North Wind will submit to the state commission photographs of each location prior to work starting, mid-way through work, and after completing work. In addition, daily activity reports documenting dates, times, and work that was completed each day will be prepared and submitted.

Exclusions

- Exploratory excavation/locating services to find any abandoned or unlocatable flowlines.
- All winterization items are excluded, such as snow removal, frost laws permitting, road restrictions, heaters, extreme condition productivity, etc. If required, cost adders will apply.
- TENORM assessments and disposal.
- Removal and disposal of asbestos insulation.
- Fencing/Erosion Control
- H₂S support services will be billed at an additional cost.
- No disposal/salvage is included for vehicles abandoned on locations since a title is required to perform these tasks.
- Removal of any utility services from site. Electric contractor or utility provider to disconnect power at meter and remove any transformers and/or underground electric boxes on location. If North Wind has to verify a location has been deenergized prior to beginning work at locations where a panel or other electrical equipment is present additional costs will be incurred.
- Road and field repairs that are required as a result of the flushing and abandonment of flowlines are not included in this proposal.

Extra Costs

No additional or extra costs will be incurred without prior approval from the State.

Extra	Cost	Unit
Fresh Water	\$ 6.00	BBL
Hydrovac Truck	\$ 438.00	Hour
Vac Truck	\$ 175.00	Hour
Electrician w/ Boom Truck	\$ 267.74	Hour
Fiberglass Tank Disposal	\$ 1,750.00	EA
CAT 950 Loader	\$ 212.00	Hour
CAT 330 Excavator	\$ 232.00	Hour

Well Name	Base cost	Salvage value	Topsoil	2' Contamination r	4' Contamination ren	sposal cost/bbl
Paulson 1	\$ 78,585.52		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
BUSCH 1	\$ 78,005.35		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
NUSS 1	\$ 48,915.06		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
SMITH 1-21	\$ 75,860.82		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
MESA 24-2H	\$ 74,376.56		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
BELLA 1	\$ 67,805.87		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
RADENZ 1	\$ 74,285.73		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
KALLBERG 1 H	\$ 74,718.59		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
CHRISTENSEN ET AL 2	\$ 60,566.08		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
AALUND 4-35	\$ 97,146.55		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
Chola Sherwood Unit 10-1	\$ 66,272.54		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
Chola Sherwood Unit 6-1	\$ 73,359.41		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
Chola Sherwood Unit 9-1	\$ 72,657.57		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
Chola Sherwood Unit 9-2	\$ 71,207.05		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
Chola CTB	\$ 77,197.26		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
STATE OF NORTH DAKOTA 1-36	\$ 78,346.22		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
ENERGY MEYER 1	\$ 70,530.10		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
ENERGY MEYER 2	\$ 72,117.98		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
ENERGY MEYER SWD 1	\$ 85,686.50		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
TRIPLETT 1-2	\$ 56,449.70		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
Schlak #2	\$ 55,174.72		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
Schlak #3	\$ 59,304.26		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
Laura Funke #4	\$ 70,394.64		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
Nangchen 155-86-11-HS1	\$ 54,570.45		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
SUNDSBAK 1-14	\$ 75,709.66		\$ 41,540.40	\$ 316,794.03	\$ 633,502.42	\$ 40.00
Total =	\$ 1,769,244.19					

Salvage Value

Salvage value by location is challenging to quantify without knowing what specific equipment will be remaining on site upon project award and/or its condition. Additionally, due to market volatility, scrap yards in the area are unwilling to provide steel salvage values that are valid beyond 30 days. For these reasons, salvage value will be provided at time of salvage less cleaning (if required), loading, freight, and administrative costs. An accounting will be provided to the State for all materials salvaged and/or disposed of under this contract. It is North Wind's intent to select the salvage option that is most beneficial to the State. It is important to note that due to this uncertainty and market volatility, in some cases, this may result in a cost and not a credit.

Well Name	Base cost	Salvage value	Topsoil	2' Contamination remov	4' Contamination remov	Water disposal cost/bbl
E. C. INGERSOLL 1	\$ 72,101.34		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
RUTH VEDQUAM 2	\$ 66,418.59		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
C. L. BRANDT 2	\$ 65,573.45		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
INGERSOL 3	\$ 66,418.59		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
E. C. INGERSOLL 2	\$ 66,418.59		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
Kane Madison Unit Central Battery	\$ 79,057.76		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
BLOWERS 1 SWD	\$ 59,226.68		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
GEORGE ADAMS 23-6	\$ 65,037.93		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
GEORGE ADAMS ET AL 13-6	\$ 63,105.01		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
DALE G. LEATHERS 31-6	\$ 63,657.27		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
GEORGE ADAMS 21-6	\$ 72,925.63		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
GEORGE ADAMS 22-6	\$ 65,037.93		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
ANDERSON H 1	\$ 68,808.39		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
ANDERSON SWD SYSTEM D1	\$ 65,037.93		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
SEM 22-8	\$ 69,371.70		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
NEWHOUSE 1-3	\$ 72,913.24		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
NEWHOUSE 2R	\$ 71,811.21		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
FORDE 1R	\$ 64,310.62		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
South Landa Madison Unit CTB	\$ 74,876.57		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
Forde 2	\$ 55,070.54		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
CHRISTENSON 1	\$ 65,037.93		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
LERVIK 2-5	\$ 65,037.93		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
SOLBERG 2-9	\$ 65,883.07		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
GOODMAN 3-9	\$ 65,883.07		\$ 41,641.55	\$ 232,660.59	\$ 465,321.18	\$ 40.00
Total =	\$ 1,609,020.97					

Salvage Value

Salvage value by location is challenging to quantify without knowing what specific equipment will be remaining on site upon project award and/or its condition. Additionally, due to market volatility, scrap yards in the area are unwilling to provide steel salvage values that are valid beyond 30 days. For these reasons, salvage value will be provided at time of salvage less cleaning (if required), loading, freight, and administrative costs. An accounting will be provided to the State for all materials salvaged and/or disposed of under this contract. It is North Wind's intent to select the salvage option that is most beneficial to the State. It is important to note that due to this uncertainty and market volatility, in some cases, this may result in a cost and not a credit.

Well Name	Base cost	Salvage value	Topsoil	tion removal/replacement	4' Contamination rem	Water disposal cost/bbl
ASHEIM 1	\$ 154,073.23		\$ 42,567.95	\$ 241,454.75	\$ 482,909.50	\$ 40.00
HELLER 6-31	\$ 102,274.04		\$ 42,567.95	\$ 241,454.75	\$ 482,909.50	\$ 40.00
GLESSING 7-16	\$ 107,941.54		\$ 42,567.95	\$ 241,454.75	\$ 482,909.50	\$ 40.00
ERICKSON ET AL 1B	\$ 75,377.92		\$ 42,567.95	\$ 241,454.75	\$ 482,909.50	\$ 40.00
ERICKSON ET AL 3B	\$ 69,933.40		\$ 42,567.95	\$ 241,454.75	\$ 482,909.50	\$ 40.00
ERICKSON ET AL 2B	\$ 70,079.31		\$ 42,567.95	\$ 241,454.75	\$ 482,909.50	\$ 40.00
ASHEIM 2	\$ 93,421.20		\$ 42,567.95	\$ 241,454.75	\$ 482,909.50	\$ 40.00
RICE 11	\$ 79,430.26		\$ 42,567.95	\$ 241,454.75	\$ 482,909.50	\$ 40.00
RIISE 12	\$ 97,710.24		\$ 42,567.95	\$ 241,454.75	\$ 482,909.50	\$ 40.00
RICE 13	\$ 102,535.92		\$ 42,567.95	\$ 241,454.75	\$ 482,909.50	\$ 40.00
RICE-STATE 2H	\$ 88,393.93		\$ 42,567.95	\$ 241,454.75	\$ 482,909.50	\$ 40.00
RICE 7	\$ 89,321.39		\$ 42,567.95	\$ 241,454.75	\$ 482,909.50	\$ 40.00
RIISE 4X	\$ 87,986.18		\$ 42,567.95	\$ 241,454.75	\$ 482,909.50	\$ 40.00
Erickson CTB	\$ 158,473.82		\$ 42,567.95	\$ 241,454.75	\$ 482,909.50	\$ 40.00
RICE STATE 3H	\$ 79,388.83		\$ 42,567.95	\$ 241,454.75	\$ 482,909.50	\$ 40.00
Total =	\$ 1,456,341.21					

Salvage Value

Salvage value by location is challenging to quantify without knowing what specific equipment will be remaining on site upon project award and/or its condition. Additionally, due to market volatility, scrap yards in the area are unwilling to provide steel salvage values that are valid beyond 30 days. For these reasons, salvage value will be provided at time of salvage less cleaning (if required), loading, freight, and administrative costs. An accounting will be provided to the State for all materials salvaged and/or disposed of under this contract. It is North Wind's intent to select the salvage option that is most beneficial to the State. It is important to note that due to this uncertainty and market volatility, in some cases, this may result in a cost and not a credit.

Well Name	Base cost	Salvage value	Topoil	2' Contamination re	4' Contamination	Water disposal cost/bbl
RICE 10	\$ 62,573.39		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
RICE 4	\$ 62,775.17		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
RICE 3	\$ 63,509.56		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
RICE 5	\$ 62,518.36		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
RICE TRUST 1	\$ 76,915.47		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
RICE ET AL 1H	\$ 62,536.71		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
RICE 8	\$ 62,610.08		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
GLESSING 3	\$ 62,586.77		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
Cramer 1	\$ 63,123.68		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
GLESSING 1	\$ 62,610.08		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
CRAMER 4	\$ 62,775.17		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
CRAMER 1 SWD	\$ 65,223.12		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
GLESSING 2	\$ 62,555.05		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
CRAMER 3	\$ 62,885.22		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
Rice-Glessing UTB	\$ 150,592.76		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
Rice-Ashiem UTB	\$ 150,592.76		\$ 41,594.97	\$ 233,356.82	\$ 466,713.63	\$ 40.00
Total =	\$ 1,196,383.35					

Salvage Value

Salvage value by location is challenging to quantify without knowing what specific equipment will be remaining on site upon project award and/or its condition. Additionally, due to market volatility, scrap yards in the area are unwilling to provide steel salvage values that are valid beyond 30 days. For these reasons, salvage value will be provided at time of salvage less cleaning (if required), loading, freight, and administrative costs. An accounting will be provided to the State for all materials salvaged and/or disposed of under this contract. It is North Wind's intent to select the salvage option that is most beneficial to the State. It is important to note that due to this uncertainty and market volatility, in some cases, this may result in a cost and not a credit.

Well Name	Base cost	Salvage value	Topsoil	2' Contamination rem	4' Contamination re	Water disposal cost/bbl
MAHONEY 2	\$ 62,846.59		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
STAVENS 14-1	\$ 58,972.53		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
CAMERON 1	\$ 62,915.95		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
STAVENS 1 HZ	\$ 61,364.10		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
CAMERON 1 HZ	\$ 62,856.87		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
CAMERON 1-11 H	\$ 58,563.51		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
LODOEN 11-7H	\$ 59,950.96		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
WRIGHT 12-12H	\$ 61,722.87		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
CAMERON 1-14	\$ 59,041.89		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
CAMERON 1 - 12	\$ 59,085.56		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
WRIGHT 12-10	\$ 59,093.26		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
DEMARS WSW 1	\$ 81,263.83		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
MOORE-JENSEN 1-R	\$ 68,101.11		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
MOORE-JENSEN 2-R	\$ 62,118.29		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
MARTIN 1	\$ 68,319.46		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
WRIGHT 13-12	\$ 44,867.53		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
STAVENS 1	\$ 44,867.53		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
WRIGHT 3	\$ 58,995.65		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
LODOEN 1	\$ 54,687.64		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
LODOEN 11 - 8 H	\$ 47,119.63		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
Kuroki Madison Unit	\$ 73,275.87		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
KOEHLER 32-23 #2	\$ 64,315.49		\$ 42,260.82	\$ 236,656.93	\$ 473,313.86	\$ 40.00
Total =	\$ 1,334,346.12					

Salvage Value

Salvage value by location is challenging to quantify without knowing what specific equipment will be remaining on site upon project award and/or its condition. Additionally, due to market volatility, scrap yards in the area are unwilling to provide steel salvage values that are valid beyond 30 days. For these reasons, salvage value will be provided at time of salvage less cleaning (if required), loading, freight, and administrative costs. An accounting will be provided to the State for all materials salvaged and/or disposed of under this contract. It is North Wind's intent to select the salvage option that is most beneficial to the State. It is important to note that due to this uncertainty and market volatility, in some cases, this may result in a cost and not a credit.

Well Name	Base cost	Salvage value	Topsoil	2' Contamination ren	4' Contamination ren	Water disposal cost/bbl
LM 2						
Pederson 1-10 H						
BEAUDOIN 36-1	\$ 55,309.37		\$ 41,904.67	\$ 235,320.93	\$ 470,641.86	\$ 40.00
TEMPLE-HAUGEN 27-2	\$ 70,285.69		\$ 41,904.67	\$ 235,320.93	\$ 470,641.86	\$ 40.00
LYNN 2	\$ 74,611.36		\$ 41,904.67	\$ 235,320.93	\$ 470,641.86	\$ 40.00
LYNN 3H	\$ 74,641.15		\$ 41,904.67	\$ 235,320.93	\$ 470,641.86	\$ 40.00
TANK 1-3	\$ 82,034.90		\$ 41,904.67	\$ 235,320.93	\$ 470,641.86	\$ 40.00
NELSON 13-28 SWD	\$ 57,267.49		\$ 41,904.67	\$ 235,320.93	\$ 470,641.86	\$ 40.00
KLANDL 26-31X SWD	\$ 145,132.06		\$ 41,904.67	\$ 235,320.93	\$ 470,641.86	\$ 40.00
HOWIE 11X2	\$ 84,804.37		\$ 41,904.67	\$ 235,320.93	\$ 470,641.86	\$ 40.00
HOWIE 1 SWD	\$ 83,861.26		\$ 41,904.67	\$ 235,320.93	\$ 470,641.86	\$ 40.00
HOWIE 2	\$ 68,342.14		\$ 41,904.67	\$ 235,320.93	\$ 470,641.86	\$ 40.00
R. K. E. 44-16H	\$ 63,350.86		\$ 41,904.67	\$ 235,320.93	\$ 470,641.86	\$ 40.00
FOLKVORD-STATE 1-36 SWD	\$ 65,004.60		\$ 41,904.67	\$ 235,320.93	\$ 470,641.86	\$ 40.00
HENRY TORSTENSON 2	\$ 85,759.69		\$ 41,904.67	\$ 235,320.93	\$ 470,641.86	\$ 40.00
BOWEN, CHARLES 21-1	\$ 77,360.51		\$ 41,904.67	\$ 235,320.93	\$ 470,641.86	\$ 40.00
ROLFSRUD 11-17	\$ 84,297.47		\$ 41,904.67	\$ 235,320.93	\$ 470,641.86	\$ 40.00
Total =	\$ 1,172,062.92					

Salvage Value

Salvage value by location is challenging to quantify without knowing what specific equipment will be remaining on site upon project award and/or its condition. Additionally, due to market volatility, scrap yards in the area are unwilling to provide steel salvage values that are valid beyond 30 days. For these reasons, salvage value will be provided at time of salvage less cleaning (if required), loading, freight, and administrative costs. An accounting will be provided to the State for all materials salvaged and/or disposed of under this contract. It is North Wind's intent to select the salvage option that is most beneficial to the State. It is important to note that due to this uncertainty and market volatility, in some cases, this may result in a cost and not a credit.

Well Name	File No.	County	Well Ty	Operator (Prior to Confiscation)	Field	Base cost	Salvage value	Topsoil	2' Contamination removal/replac	4' Contamination removal/replacem	Water disposal cost/bbl
Paulson 1	7152	BURKE	OG	31 OPERATING, LLC	Black Slough	63,500.00	-	18,000.00	288,000.00	576,000.00	30.00
BUSCH 1	13102	BURKE	OG	31 OPERATING, LLC	Black Slough	48,500.00	-	18,000.00	288,000.00	576,000.00	30.00
NUSS 1	3505	Burke	OG	31 OPERATING, LLC	Black Slough	20,000.00	-	18,000.00	288,000.00	576,000.00	30.00
SMITH 1-21	12782	BURKE	OG	31 OPERATING, LLC	Foothills	20,500.00	-	18,000.00	288,000.00	576,000.00	30.00
MESA 24-2H	17440	Burke	OG	CHALLENGER POINT ENERGY, LLC	LAKESIDE	84,001.00	-	18,000.00	288,000.00	576,000.00	30.00
BELLA 1	10058	BURKE	OG	COBRA OIL & GAS CORPORATION	Northeast Foothills	23,000.00	-	18,000.00	288,000.00	576,000.00	30.00
RADENZ 1	3419	Burke	OG	RANCH OIL COMPANY	PERELLA	52,000.00	1,000.00	18,000.00	288,000.00	576,000.00	30.00
KALLBERG 1 H	18483	BURKE	OG	31 OPERATING, LLC	Thompson Lake	80,500.00	1,000.00	18,000.00	288,000.00	576,000.00	30.00
CHRISTENSEN ET AL 2	3503	Burke	OG	PETRO HARVESTER OPERATING COMPA	WOBURN	63,500.00	1,000.00	18,000.00	288,000.00	576,000.00	30.00
AALUND 4-35	13713	DIVIDE	SWD	RICK AALUND	AMBROSE	104,500.00	1,000.00	18,000.00	288,000.00	576,000.00	30.00
Chola Sherwood Unit 10-1	4058	RENVILLE	OG	31 OPERATING, LLC	Chola	19,000.00	-	18,000.00	288,000.00	576,000.00	30.00
Chola Sherwood Unit 6-1	4064	RENVILLE	OG	31 OPERATING, LLC	Chola	17,500.00	-	18,000.00	288,000.00	576,000.00	30.00
Chola Sherwood Unit 9-1	5073	RENVILLE	OG	31 OPERATING, LLC	Chola	27,500.00	-	18,000.00	288,000.00	576,000.00	30.00
Chola Sherwood Unit 9-2	6328	RENVILLE	OG	31 OPERATING, LLC	Chola	22,500.00	-	18,000.00	288,000.00	576,000.00	30.00
Chola CTB	403477-01	RENVILLE	CTB	31 OPERATING, LLC	Chola	99,500.00	2,000.00	18,000.00	288,000.00	576,000.00	30.00
STATE OF NORTH DAKOTA 1-36	8989	RENVILLE	OG	31 OPERATING, LLC	Elmore	58,000.00	1,000.00	18,000.00	288,000.00	576,000.00	30.00
ENERGY MEYER 1	11227	RENVILLE	OG	31 OPERATING, LLC	Hurley	15,500.00	-	18,000.00	288,000.00	576,000.00	30.00
ENERGY MEYER 2	11303	RENVILLE	OG	31 OPERATING, LLC	Hurley	16,500.00	-	18,000.00	288,000.00	576,000.00	30.00
ENERGY MEYER SWD 1	90066	RENVILLE	SWD	31 OPERATING, LLC	Hurley	55,000.00	1,000.00	18,000.00	288,000.00	576,000.00	30.00
TRIPLETT 1-2	13351	RENVILLE	OG	DES, LLC	IVANHOE	22,500.00	2,000.00	18,000.00	288,000.00	576,000.00	30.00
Schlak #2	19783	RENVILLE	OG	FRAM OPERATING LLC	NORMA	19,000.00	-	18,000.00	288,000.00	576,000.00	30.00
Schlak #3	25472	RENVILLE	OG	FRAM OPERATING LLC	NORMA	17,000.00	-	18,000.00	288,000.00	576,000.00	30.00
Laura Funke #4	21720	RENVILLE	OG	FRAM OPERATING LLC	SOUTH GREENE	27,500.00	-	18,000.00	288,000.00	576,000.00	30.00
Nangchen 155-86-11-HS1	29241	WARD	OG	SOLUTIONS ENERGY LLC	LONE TREE	60,500.00	-	18,000.00	288,000.00	576,000.00	30.00
SUNDSBAK 1-14	12491	WARD	OG	TITAN ENERGY, LLC	TORNING	20,500.00	-	18,000.00	288,000.00	576,000.00	30.00
					Sum:	\$ 1,058,001.00	\$ 10,000.00	\$ 450,000.00	\$ 7,200,000.00	\$ 14,400,000.00	



December 9, 2022

Mr. Cody VanderBusch
Reclamation Specialist
North Dakota Industrial Commission
Oil & Gas Division
600 E Boulevard Ave – Dept 405
Bismarck, ND 58505-0840

Via email to: cwvanderbusch@nd.gov

RE: Rad Pros Best And Final Offer in Response to NDIC RFP & Email of 12/7/2022

Dear Mr. VanderBusch;

Thank you for your email of December 7th and the opportunity to submit a Best And Final Offer (BAFO) for Reclamation Packages 1, 2, 3, 4, 5 and 7. Rad Pros is very pleased to have developed a trusted, exceptional working relationship with the NDIC on similar reclamation projects over the previous two (2) years. During that time we have provided great service and value to NDIC while maintaining the highest standards for professionalism and environmental compliance.

We appreciate the greater detail requested by the NDIC in the BAFO as we believe it will allow NDIC to better see that Rad Pros' initial bids fully met the bid specs. We believe on Package 7 (and others) we were the lowest-cost, **responsive bidder**, providing full and accurate costs for all work described in the bid. The BAFO will allow NDIC to better compare our costs (based on our experience and solid estimating procedures) against others who are not prepared to perform all of the required scope.

We did want to highlight several aspects of our BAFO:

1. **Rad Pros' BAFO is Compliant with Federal and State Regulations:** The bid documents state the following regarding hazardous materials and its requirement to follow state guidelines is listed in Attachment A page 9: *"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."* This is an important requirement, since **TENORM is present** at many of these sites at levels requiring radioactive materials licensing by the ND DEQ. **Rad Pros**



is fully licensed to remediate, decontaminate, and properly handle and dispose TENORM material (for verification, see our name on the list of TENORM licensed contractors at this ND website: <https://deq.nd.gov/WM/radiation/TENORM.aspx>).

Unlicensed contractors should be excluded from being awarded work on sites that contain TENORM waste. For example, on Package 7, Rad Pros performed much of the initial remediation work for NDIC in previous years, and removed and disposed TENORM waste in full compliance with ND requirements. See the attached invoices for disposal of this TENORM waste from 2 different locations both in Package 7.

2. **Rad Pros' BAFO is Cost Effective:** We have a guarantee in our bid that the state will not be charged more than a 15% markup for any and all third-party equipment, trucking or disposal services that we contract out. We will provide detailed breakdowns, as we have in our previous work for NDIC, of all bills from these sources to ensure complete transparency to the NDIC. We have also been recognized by NDIC and other clients as providing exceptional quality daily reports, making cost tracking and accountability simpler for the NDIC.
3. **Rad Pros' BAFO Meets The Specs:** Unlike other bidders who didn't understand and meet the NDIC's initial bid specs, our bid was initially higher because it did include the removal of soil and contamination, TENORM, and other contaminants, as required by the bid specs. We appreciate the BAFO because it will allow NDIC to more clearly see that our previous bid, and our BAFO, are the most cost effective and compliant bids to the NDIC's requirements and state and federal regulations.

Thank you once again for the chance to submit this BAFO and we look forward to continuing to provide trusted, cost-effective, and proven reclamation and remediation services to the NDIC.

Sincerely,

Kurt Rhea
President & Chief Executive Officer

Well Name	File No.	County	Well Type	Operator (Prior to Identification)	Block	Basin code	Return value	Transoil	P Contamination removal/total	# Contamination removal/total	Water disposal cost/total					
Paulson 1	7152	BURKE	OG	31 OPERATING, LLC	Black Slough	\$	47,448.50	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%		
BRICK 1	13102	BURKE	OG	31 OPERATING, LLC	Black Slough	\$	43,401.50	\$	(690.00)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
NUKS 1	3505	Burke	OG	31 OPERATING, LLC	Black Slough	\$	47,448.50	\$	(1,634.53)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
SMITH 1-21	12782	BURKE	OG	31 OPERATING, LLC	Foothills	\$	55,189.50	\$	(1,634.53)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
WES 14-24	1749	Burke	OG	CHALLENGER POINT ENERGY, LLC	LAWRENCE	\$	51,956.00	\$	-	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
BELLA 1	20054	BURKE	OG	KOBRA OIL & GAS CORPORATION	Northeast Foothills	\$	36,174.70	\$	(690.00)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
BARNDOL 1	2414	BURKE	OG	BARNDOL COMPANY	PERILLA	\$	39,766.50	\$	-	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
KALLBERG 1-H	18483	BURKE	OG	31 OPERATING, LLC	Thompson Lake	\$	46,524.50	\$	(1,150.00)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
CHRISTENSEN ET AL 2	1525	Burke	OG	RETRO-HARVESTER OPERATING COMPANY	WOLBURN	\$	46,117.50	\$	-	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
CAULING 4-35	11713	EMERY	SWD	DOCK SAUND	LAWRENCE	\$	29,166.50	\$	944.53	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
Chola Sherwood Unit 10-1	4054	RENVILLE	OG	31 OPERATING, LLC	Chola	\$	36,691.70	\$	(690.00)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
Chola Sherwood Unit 6-1	4064	RENVILLE	OG	31 OPERATING, LLC	Chola	\$	36,691.70	\$	(690.00)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
Chola Sherwood Unit 9-1	5073	RENVILLE	OG	31 OPERATING, LLC	Chola	\$	29,927.25	\$	(1,634.53)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
Chola Sherwood Unit 9-2	6374	RENVILLE	OG	31 OPERATING, LLC	Chola	\$	29,741.25	\$	(690.00)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
CHOKER 1B	463477-01	RENVILLE	CR	31 OPERATING, LLC	Chola	\$	29,088.85	\$	(1,150.00)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
STATE OF NORTH DAKOTA 1-36	8989	RENVILLE	OG	31 OPERATING, LLC	Emore	\$	33,343.20	\$	(690.00)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
ENERGY MEVER 1	11227	RENVILLE	OG	31 OPERATING, LLC	Hurley	\$	59,697.00	\$	690.00	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
ENERGY MEVER 2	11303	RENVILLE	OG	31 OPERATING, LLC	Hurley	\$	44,926.20	\$	(1,634.53)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
ENERGY MEVER SWD 1	90066	RENVILLE	SWD	31 OPERATING, LLC	Hurley	\$	49,656.20	\$	(944.53)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
THORNTON 1-2	11361	RENVILLE	OG	31B, LLC	LAWRENCE	\$	44,541.40	\$	(1,634.53)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
Shuk 42	19781	RENVILLE	OG	FRAM OPERATING LLC	NORMA	\$	49,350.20	\$	-	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
Shuk 49	25472	RENVILLE	OG	FRAM OPERATING LLC	NORMA	\$	24,889.35	\$	(690.00)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
Starz Fulbright	21701	RENVILLE	OG	FRAM OPERATING LLC	SOUTH GREENE	\$	46,117.50	\$	-	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
Harwood 155-86-11-461	20241	WARD	OG	SOLUTIONS ENERGY LLC	LOWE TIE	\$	49,404.10	\$	(2,094.63)	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%
SUNDBAK 1-14	12491	WARD	OG	STAN ENERGY LLC	TOWNING	\$	46,117.50	\$	-	\$	42,988.00	\$	229,275.20	\$	443,986.40	0.57%

Well Name	File No.	County	Well Type	Operator (Prior to Confiscation)	Field	Base cost	Salvage value	Topsoil	2' Contamination removal/replacement	4' Contamination removal/replacement	Water disposal cost/bbl
E. C. INGERSOLL 1	7266	BOTTINEAU	WI	31 OPERATING, LLC	Kane	\$ 51,166.68	\$ (1,174.53)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
RUTH VEDQUAM 2	7270	BOTTINEAU	WI	31 OPERATING, LLC	Kane	\$ 44,232.28	\$ (1,174.53)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
C. L. BRANDT 2	14662	BOTTINEAU	OG	31 OPERATING, LLC	Kane	\$ 41,905.78	\$ (690.00)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
INGERSOLL 3	15379	BOTTINEAU	WS	31 OPERATING, LLC	Kane	\$ 39,870.78	\$ (230.00)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
E. C. INGERSOLL 2	7888	BOTTINEAU	OG	31 OPERATING, LLC	Kane	\$ 44,639.28	\$ (1,634.53)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
Kane Madison Unit Central Battery	408118-01	BOTTINEAU	ctb	31 OPERATING, LLC	Kane	\$ 46,674.28	\$ (1,150.00)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
BLOWERS 1 SWD	90006	BOTTINEAU	SWD	31 OPERATING, LLC	Lansford	\$ 32,403.43	\$ (944.53)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
GEORGE ADAMS 23-6	10890	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$ 35,455.93	\$ -	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
GEORGE ADAMS ET AL 13-6	10919	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$ 29,262.93	\$ (690.00)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
DALE G. LEATHERS 31-6	10954	BOTTINEAU	SWD	31 OPERATING, LLC	Mountrose	\$ 38,132.78	\$ (460.00)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
GEORGE ADAMS 21-6	10883	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$ 56,716.18	\$ (2,094.53)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
GEORGE ADAMS 22-6	10905	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$ 62,673.78	\$ (690.00)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
ANDERSON H 1	4103	BOTTINEAU	OG	MUREX PETROLEUM CORPORATION	Northeast Landa	\$ 48,483.78	\$ (690.00)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
ANDERSON SWD SYSTEM D1	3862	BOTTINEAU	SWD	MUREX PETROLEUM CORPORATION	Northeast Landa	\$ 47,504.78	\$ (690.00)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
SEM 22-8	11278	BOTTINEAU	OG	31 OPERATING, LLC	Refuge	\$ 50,640.88	\$ (2,324.53)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
NEWHOUSE 1-3	8018	BOTTINEAU	OG	31 OPERATING, LLC	South Landa	\$ 50,643.08	\$ (1,634.53)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
NEWHOUSE 2R	13488	BOTTINEAU	WI	31 OPERATING, LLC	South Landa	\$ 45,750.28	\$ (1,725.00)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
FORDE 1R	14641	BOTTINEAU	OG	31 OPERATING, LLC	South Landa	\$ 45,876.78	\$ (1,634.53)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
South Landa Madison Unit CTB	405466-01	BOTTINEAU	ctb	31 OPERATING, LLC	South Landa	\$ 40,167.78	\$ (1,150.00)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
Forde 2	5501	BOTTINEAU	OG	31 OPERATING, LLC	South Landa	\$ 44,652.48	\$ (1,634.53)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
CHRISTENSON 1	10845	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$ 28,652.43	\$ -	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
LERVIK 2-5	11195	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$ 41,795.78	\$ (690.00)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
SOLBERG 2-9	14510	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$ 44,122.28	\$ (690.00)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575
GOODMAN 3-9	12154	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$ 39,760.78	\$ (1,150.00)	\$ 42,325.62	\$ 229,315.90	\$ 443,584.17	0.575

Well Name	File No.	County	Well Type	Operator (Prior to Confiscation)	Field	Base cost	Salvage val	Topsoil	2' Contamination removal/replacement	4' Contamination removal/replacement	Water disposal cost/bbl
BEAUDOIN 36-1	14442	DUNN	OG	MISSOURI BASIN WELL SERVICE, INC.	CABERNET	\$ 24,201.26	\$ -	\$ 37,222.38	\$	238,700.65	\$ 368,878.53
TEMPLE-HAUGEN 27-2	11802	MCKENZIE	OG	FILCO INCORPORATED	CHARLSON	\$ 41,920.61	\$ (2,538.00)	\$ 31,117.38	\$	192,302.65	\$ 298,060.53
LYNN 2	15648	MCKENZIE	OG	MBI OIL & GAS, LLC	INDIAN HILL	\$ 22,573.26	\$ -	\$ 31,117.38	\$	192,302.65	\$ 298,060.53
LYNN 3H	15781	MCKENZIE	OG	MBI OIL & GAS, LLC	INDIAN HILL	\$ 22,573.26	\$ -	\$ 31,117.38	\$	192,302.65	\$ 298,060.53
TANK 1-3	9519	MCKENZIE	OG	SIANA OIL & GAS, L.L.C.	JOHNSON CORNER	\$ 40,900.91	\$ (3,228.00)	\$ 28,064.88	\$	169,103.65	\$ 262,651.53
NELSON 13-28 SWD	5612	WILLIAMS	SWD	RANCH OIL COMPANY	MIDWAY	\$ 44,155.81	\$ (3,228.00)	\$ 40,274.88	\$	261,899.65	\$ 404,287.53
KLANDL 26-31X SWD	90013	MCKENZIE	SWD	ALTURAS ENERGY, LLC	MONDAK	\$ 113,054.65	\$ (9,898.00)	\$ 34,169.88	\$	217,234.15	\$ 336,357.03
HOWIE 11X2	4971	SLOPE	OG	DRAWINGS, LLC	ROCKY RIDGE	\$ 20,071.59	\$ -	\$ 40,274.88	\$	261,899.65	\$ 404,287.53
HOWIE 1 SWD	5914	SLOPE	SWD	DRAWINGS, LLC	ROCKY RIDGE	\$ 15,187.59	\$ -	\$ 31,117.38	\$	192,302.65	\$ 298,060.53
HOWIE 2	6015	SLOPE	OG	DRAWINGS, LLC	ROCKY RIDGE	\$ 17,629.59	\$ -	\$ 31,117.38	\$	192,302.65	\$ 298,060.53
R. K. E. 44-16H	12852	MCKENZIE	OG	FILCO INCORPORATED	ROUGH RIDER	\$ 23,387.26	\$ -	\$ 34,169.88	\$	215,501.65	\$ 333,469.53
FOLKVORD-STATE 1-36 SWD	7200	MCKENZIE	SWD	PRIDE ENERGY, AN OKLAHOMA GENERAL PARTNERSHIP	SQUAW GAP	\$ 31,231.09	\$ -	\$ 34,169.88	\$	215,501.65	\$ 333,469.53
HENRY TORSTENSON 2	11926	MCKENZIE	OG	F & L PETROLEUM, LLC	TOBACCO GARDEN	\$ 31,004.76	\$ (2,981.60)	\$ 28,064.88	\$	169,103.65	\$ 262,651.53
BOWEN, CHARLES 21-1	9241	WILLIAMS	OG	MBI OIL & GAS, LLC	TRENTON	\$ 32,424.86	\$ (3,326.00)	\$ 34,169.88	\$	215,501.65	\$ 333,469.53
ROLFSRUD 11-17	8935	MCKENZIE	OG	RANCH OIL COMPANY	WESTBERG	\$ 36,944.21	\$ (2,751.60)	\$ 28,064.88	\$	169,103.65	\$ 262,651.53

Well Name	File No.	County	Well Type	Operator (Prior to Confiscation)	Field	Base cost	Salvage value	Topsoil	2' Contamination removal	4' Contamination removal	Water disposal cost/bbl
E. C. INGERSOLL 1	7266	BOTTINEAU	WI	31 OPERATING, LLC	Kane	\$ 27,751.25	\$ -	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
RUTH VEDQUAM 2	7270	BOTTINEAU	WI	31 OPERATING, LLC	Kane	\$ 26,363.01	\$ -	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
C. L. BRANDT 2	14662	BOTTINEAU	OG	31 OPERATING, LLC	Kane	\$ 26,515.95	\$ 850.00	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
INGERSOLL 3	15379	BOTTINEAU	WS	31 OPERATING, LLC	Kane	\$ 26,363.01	\$ -	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
E. C. INGERSOLL 2	7888	BOTTINEAU	OG	31 OPERATING, LLC	Kane	\$ 26,363.01	\$ 850.00	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
Kane Madison Unit Central	408118-01	BOTTINEAU	ctb	31 OPERATING, LLC	Kane	\$ 34,675.62	\$ 765.00	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
BLOWERS 1 SWD	90006	BOTTINEAU	SWD	31 OPERATING, LLC	Lansford	\$ 26,363.01	\$ -	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
GEORGE ADAMS 23-6	10890	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$ 27,796.21	\$ -	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
GEORGE ADAMS ET AL 13-6	10919	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$ 27,796.21	\$ 1,700.00	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
DALE G. LEATHERS 31-6	10954	BOTTINEAU	SWD	31 OPERATING, LLC	Mountrose	\$ 26,363.01	\$ -	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
GEORGE ADAMS 21-6	10883	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$ 22,730.07	\$ -	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
GEORGE ADAMS 22-6	10905	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$ 22,730.07	\$ -	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
ANDERSON H 1	4103	BOTTINEAU	OG	MUREX PETROLEUM CORPORATION	Northeast Landa	\$ 22,886.61	\$ 850.00	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
ANDERSON SWD SYSTEM	3862	BOTTINEAU	SWD	MUREX PETROLEUM CORPORATION	Northeast Landa	\$ 23,246.61	\$ 266.00	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
SEM 22-8	11278	BOTTINEAU	OG	31 OPERATING, LLC	Refuge	\$ 38,370.56	\$ 1,604.00	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
NEWHOUSE 1-3	8018	BOTTINEAU	OG	31 OPERATING, LLC	South Landa	\$ 28,046.21	\$ 1,700.00	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
NEWHOUSE 2R	13488	BOTTINEAU	WI	31 OPERATING, LLC	South Landa	\$ 35,125.01	\$ 680.00	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
FORDE 1R	14641	BOTTINEAU	OG	31 OPERATING, LLC	South Landa	\$ 27,109.81	\$ 1,700.00	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
South Landa Madison Unit (405466-01	BOTTINEAU	ctb	31 OPERATING, LLC	South Landa	\$ 36,659.11	\$ 1,392.00	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
Forde 2	5501	BOTTINEAU	OG	31 OPERATING, LLC	South Landa	\$ 26,363.01	\$ -	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
CHRISTENSON 1	10845	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$ 21,842.75	\$ 180.00	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
LERVIK 2-5	11195	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$ 28,046.21	\$ 850.00	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
SOLBERG 2-9	14510	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$ 29,119.81	\$ 1,880.00	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl
GOODMAN 3-9	12154	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$ 28,046.21	\$ 850.00	\$ 27,000.00	\$ 145,544.00	\$ 257,166.00	\$1.73/bbl

Well Name	File No.	County	Well Type	Operator (Prior to Confisc Field)	Base cost	Salvage val	Topsoil	2' Contaminat	4' Contamination	Water disposal cost/bbl
BEAUDOIN 36-1	14442	DUNN	OG	MISSOURI BASIN WELL SERVICE	\$ 136,823.07		\$ 21,210.00	\$ 112,686.00	\$ 235,954.00	\$1.73/bbl
TEMPLE-HAUGEN 27-2	11802	MCKENZIE	OG	FILCO INCORPORATED	\$ 78,256.07		\$ 21,210.00	\$ 125,006.00	\$ 258,027.00	\$1.73/bbl
LYNN 2	15648	MCKENZIE	OG	MBI OIL & GAS, LLC	\$ 111,246.07		\$ 21,210.00	\$ 112,686.00	\$ 235,954.00	\$1.73/bbl
LYNN 3H	15781	MCKENZIE	OG	MBI OIL & GAS, LLC	\$ 100,390.80		\$ 21,210.00	\$ 112,686.00	\$ 235,954.00	\$1.73/bbl
TANK 1-3	9519	MCKENZIE	OG	SIANA OIL & GAS, L.L.C	\$ 124,947.95	\$ 2,507.50	\$ 21,210.00	\$ 112,686.00	\$ 235,954.00	\$1.73/bbl
NELSON 13-28 SWD	5612	WILLIAMS	SWD	RANCH OIL COMPANY	\$ 89,864.42		\$ 21,210.00	\$ 112,686.00	\$ 235,954.00	\$1.73/bbl
KLANDL 26-31X SWD	90013	MCKENZIE	SWD	ALTURAS ENERGY, LLC	\$ 280,949.86	\$ 6,545.00	\$ 21,210.00	\$ 125,006.00	\$ 258,027.00	\$1.73/bbl
HOWIE 11X2	4971	SLOPE	OG	DRAWINGS, LLC	\$ 138,851.72	\$ 1,487.50	\$ 21,210.00	\$ 125,006.00	\$ 258,027.00	\$1.73/bbl
HOWIE 1 SWD	5914	SLOPE	SWD	DRAWINGS, LLC	\$ 131,720.89		\$ 21,210.00	\$ 125,006.00	\$ 258,027.00	\$1.73/bbl
HOWIE 2	6015	SLOPE	OG	DRAWINGS, LLC	\$ 137,963.48	\$ 1,487.50	\$ 21,210.00	\$ 125,006.00	\$ 258,027.00	\$1.73/bbl
R. K. E. 44-16H	12852	MCKENZIE	OG	FILCO INCORPORATED	\$ 137,963.48	\$ 2,040.00	\$ 21,210.00	\$ 125,006.00	\$ 258,027.00	\$1.73/bbl
FOLKVORD-STATE 1-36 SWD	7200	MCKENZIE	SWD	PRIDE ENERGY, AN OKLAHOMA	\$ 100,991.48		\$ 25,170.00	\$ 209,614.00	\$ 393,460.00	\$1.73/bbl
HENRY TORSTENSON 2	11926	MCKENZIE	OG	F & L PETROLEUM, LLC	\$ 180,616.80	\$ 2,210.00	\$ 21,210.00	\$ 125,006.00	\$ 258,027.00	\$1.73/bbl
BOWEN, CHARLES 21-1	9241	WILLIAMS	OG	MBI OIL & GAS, LLC	\$ 89,634.07		\$ 21,210.00	\$ 112,686.00	\$ 235,954.00	\$1.73/bbl
ROLFSRUD 11-17	8935	MCKENZIE	OG	RANCH OIL COMPANY	\$ 140,609.74		\$ 21,210.00	\$ 112,686.00	\$ 235,954.00	\$1.73/bbl



12/7/2022

ATTENTION: CODY VANDERBUSCH

SUBJECT: Packages 1, 2, 3, 4 & 5

Shanco Energy Services is pleased to submit this proposal to provide the requested pricing, labor, tools, and equipment for NDIC. Our proposal is based on the scope of work provided and attached price sheets.

Clarifications & Potential Extra Cost

- Removal of utilities is not included in the pricing.
- Additional subsoil / material to be taken out will be billed at \$15 per yard.
- Additional topsoil will be billed at \$30 per yard.
- All Hydro Vac, Hot Oiler and Vac Trucks will be billed back at cost plus 10%, if additional labor is needed it will be billed off T&M rate sheet.
- Any TENORM or contaminated disposal fees will be billed back at cost plus 10%
- TENORM solids < 500 pCi/g = \$154 per bbl // Water \$34 bbl // Based on 50% solids cost per bbl cost would be \$115
- TENORM solids > 500 pCi/g = \$288 per bbl // Water \$34 bbl // Based on 50% solids cost per bbl cost would be \$179
- TENORM solids > 1500 pCi/g = \$679 per bbl // Water \$34 bbl // Based on 50% solids cost per bbl cost would be \$374
- Bond will be provided once awarded project.
- Hauling of materials is based on a 30-mile trip, additional travel time will require a change order.
- There's no material included in base cost.

We appreciate having been extended the opportunity to submit this bid and look forward to working with NDIC in the future. Please do not hesitate to contact us should you have any questions.

Regards,

Steve Pierce

Member / Regional Manager
spierce@shancollc.com
406-630-2255

Well Name	File No.	County	Well Type	Operator (Prior to Confiscation)	Field	Base cost	Salvage value	Topsol	2' Contamination removal/replacement	4' Contamination removal/replacement	Water disposal cost/bbl
E. C. INGERSOLL 1	7266	BOTTINEAU	WI	31 OPERATING, LLC	Kane	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
RUTH VEDQUAM 2	7270	BOTTINEAU	WI	31 OPERATING, LLC	Kane	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
C. L. BRANDT 2	14662	BOTTINEAU	OG	31 OPERATING, LLC	Kane	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
INGERSOLL 3	15379	BOTTINEAU	WS	31 OPERATING, LLC	Kane	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
E. C. INGERSOLL 2	7888	BOTTINEAU	OG	31 OPERATING, LLC	Kane	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
Kane Madison Unit Central f	408118-01	BOTTINEAU	ctb	31 OPERATING, LLC	Kane	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
BLOWERS 1 SWD	90006	BOTTINEAU	SWD	31 OPERATING, LLC	Lansford	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
GEORGE ADAMS 23-6	10890	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
GEORGE ADAMS ET AL 13-6	10919	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
DALE G. LEATHERS 31-6	10954	BOTTINEAU	SWD	31 OPERATING, LLC	Mountrose	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
GEORGE ADAMS 21-6	10883	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
GEORGE ADAMS 22-6	10905	BOTTINEAU	OG	31 OPERATING, LLC	Mountrose	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
ANDERSON H 1	4103	BOTTINEAU	OG	MUREX PETROLEUM CORPORATION	Northeast Landa	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
ANDERSON SWD SYSTEM	3862	BOTTINEAU	SWD	MUREX PETROLEUM CORPORATION	Northeast Landa	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
SEM 22-8	11278	BOTTINEAU	OG	31 OPERATING, LLC	Refuge	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
NEWHOUSE 1-3	8018	BOTTINEAU	OG	31 OPERATING, LLC	South Landa	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
NEWHOUSE 2R	13488	BOTTINEAU	WI	31 OPERATING, LLC	South Landa	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
FORDE 1R	14641	BOTTINEAU	OG	31 OPERATING, LLC	South Landa	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
South Landa Madison Unit C	405466-01	BOTTINEAU	ctb	31 OPERATING, LLC	South Landa	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
Forde 2	5501	BOTTINEAU	OG	31 OPERATING, LLC	South Landa	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
CHRISTENSON 1	10845	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
LERVIK 2-5	11195	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
SOLBERG 2-9	14510	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
GOODMAN 3-9	12154	BOTTINEAU	OG	31 OPERATING, LLC	Southwest Starbuck	\$ 22,380.00	\$ 475.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	

Well Name	File No.	County	Well Type	Operator (Prior to Confi Field)	Base cost	Salvage value	Topsoil	2' Contamination removal/replacement	4' Contamination removal/replacement	Water disposal cost/bbl
ASHEIM 1	15510	BOTTINEAU WI	31 OPERATING, LLC	Renville	\$ 26,032.00	\$ 380.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
HELLER 6-31	17736	BOTTINEAU OG	31 OPERATING, LLC	Renville	\$ 26,032.00	\$ 380.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
GLESSING 7-16	18452	BOTTINEAU WI	31 OPERATING, LLC	Renville	\$ 26,032.00	\$ 380.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
ERICKSON ET AL 1B	19027	BOTTINEAU OG	31 OPERATING, LLC	Renville	\$ 26,032.00	\$ 380.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
ERICKSON ET AL 3B	19028	BOTTINEAU OG	31 OPERATING, LLC	Renville	\$ 26,032.00	\$ 380.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
ERICKSON ET AL 2B	19143	BOTTINEAU OG	31 OPERATING, LLC	Renville	\$ 26,032.00	\$ 380.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
ASHEIM 2	19236	BOTTINEAU OG	31 OPERATING, LLC	Renville	\$ 26,032.00	\$ 380.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
RICE 11	19315	BOTTINEAU OG	31 OPERATING, LLC	Renville	\$ 26,032.00	\$ 380.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
RISE 12	20775	BOTTINEAU WI	31 OPERATING, LLC	Renville	\$ 26,032.00	\$ 380.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
RICE 13	20776	BOTTINEAU WI	31 OPERATING, LLC	Renville	\$ 26,032.00	\$ 380.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
RICE-STATE 2H	14797	BOTTINEAU SWD	31 OPERATING, LLC	Renville	\$ 26,032.00	\$ 380.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
RICE 7	16067	BOTTINEAU OG	31 OPERATING, LLC	Renville	\$ 26,032.00	\$ 380.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
RISE 4X	20963	BOTTINEAU WI	31 OPERATING, LLC	Renville	\$ 26,032.00	\$ 380.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
Erickson CTB	219027-01	BOTTINEAU CTB	31 OPERATING, LLC	Renville	\$ 26,032.00	\$ 380.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
RICE STATE 3H	17788	BOTTINEAU OG	31 OPERATING, LLC	Renville	\$ 26,032.00	\$ 380.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	

Well Name	File No.	County	Well Type	Operator (Prior to Confiscati Field		Base cost	Salvage value	Topoil	2' Contamination removal/replacement	4' Contamination removal/replacement	Water disposal cost/bbl
RICE 10	19314	BOTTINEAU OG	31 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
RICE 4	15179	BOTTINEAU OG	31 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
RICE 3	15180	BOTTINEAU WI	31 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
RICE 5	15245	BOTTINEAU WI	31 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
RICE TRUST 1	13884	BOTTINEAU OG	31 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
RICE ET AL 1H	14729	BOTTINEAU OG	31 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
RICE 8	16082	BOTTINEAU OG	31 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
GLESSING 3	15591	BOTTINEAU OG	31 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
Cramer 1	15002	BOTTINEAU OG	31 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
GLESSING 1	15246	BOTTINEAU WI	31 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
CRAMER 4	18558	BOTTINEAU WI	31 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
CRAMER 1 SWD	90090	BOTTINEAU SWD	31 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
GLESSING 2	15360	BOTTINEAU WI	31 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
CRAMER 3	17839	BOTTINEAU OG	31 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
Rice-Glessing UT 408574-01		BOTTINEAU CTB	32 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
Rice-Ashiem UTB 408575-01		BOTTINEAU CTB	33 OPERATING, LLC	Renville		\$ 24,915.00	\$ 357.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	

Well Name	File No.	County	Well Type	Operator (Field	Base cost	Salvage value	Topsoil	2' Contamination removal/replacement	4' Contamination removal/replacement	Water disposal cost/bbl
MAHONEY 2	5848	BOTTINEAU	WI	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
STAVENS 14	14709	BOTTINEAU	WI	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
CAMERON 1	15643	BOTTINEAU	WI	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
STAVENS 1	17611	BOTTINEAU	OG	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
CAMERON	17653	BOTTINEAU	OG	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
CAMERON	18264	BOTTINEAU	OG	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
LODOEN 11	18962	BOTTINEAU	OG	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
WRIGHT 12	19062	BOTTINEAU	OG	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
CAMERON 1	19229	BOTTINEAU	WI	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
CAMERON	19463	BOTTINEAU	WI	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
WRIGHT 1	21279	BOTTINEAU	OG	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
DEMARS W	90094	BOTTINEAU	WS	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
MOORE-JEN	5478	BOTTINEAU	OG	31 OPERATI South Westhope	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
MOORE-JEN	5480	BOTTINEAU	OG	31 OPERATI South Westhope	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
MARTIN 1	10219	BOTTINEAU	OG	31 OPERATI South Westhope	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
WRIGHT 2	5367	BOTTINEAU	OG	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
STAVENS	5638	BOTTINEAU	OG	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
WRIGHT 3	15464	BOTTINEAU	OG	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
LODOEN 1	17503	BOTTINEAU	OG	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
LODOEN 11	19194	BOTTINEAU	OG	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
Kuroki Madi	401172-01	BOTTINEAU	CTB	31 OPERATI Kuroki	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	
KOEHLER 32	13229	BOTTINEAU	OG	VAST OPER/ Stinson	\$ 22,845.00	\$ 519.00	\$ 18,000.00	\$ 43,200.00	\$ 86,400.00	

Well Name	File No.	County	Well Type	Operator (Prior to Confis Field)		Base cost	Salvage value	Topsoil	2' Contamination removal/replacement	4' Contamination removal/replacement	Water disposal cost/bbl
MAHONEY 2	5848	BOTTINEAU	WI	31 OPERATING, LLC	Kuroki	54000	0	13200	252000	504000	3
STAVENS 14-1	14709	BOTTINEAU	WI	31 OPERATING, LLC	Kuroki	21500	0	13200	252000	504000	3
CAMERON 1	15643	BOTTINEAU	WI	31 OPERATING, LLC	Kuroki	79750	500	13200	252000	504000	3
STAVENS 1 HZ	17611	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	29750	500	13200	252000	504000	3
CAMERON 1 HZ	17653	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	22500	0	13200	252000	504000	3
CAMERON 1-11 H	18264	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	22500	0	13200	252000	504000	3
LODOEN 11-7H	18962	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	44250	500	13200	252000	504000	3
WRIGHT 12-12H	19062	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	29750	500	13200	252000	504000	3
CAMERON 1-14	19229	BOTTINEAU	WI	31 OPERATING, LLC	Kuroki	23000	0	13200	252000	504000	3
CAMERON 1 - 12	19463	BOTTINEAU	WI	31 OPERATING, LLC	Kuroki	27750	0	13200	252000	504000	3
WRIGHT 12-10	21279	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	36750	0	13200	252000	504000	3
DEMARS WSW 1	90094	BOTTINEAU	WS	31 OPERATING, LLC	Kuroki	19250	0	13200	252000	504000	3
MOORE-JENSEN 1-R	5478	BOTTINEAU	OG	31 OPERATING, LLC	South Westhope	103000	0	13200	252000	504000	3
MOORE-JENSEN 2-R	5480	BOTTINEAU	OG	31 OPERATING, LLC	South Westhope	29750	500	13200	252000	504000	3
MARTIN 1	10219	BOTTINEAU	OG	31 OPERATING, LLC	South Westhope	83000	500	13200	252000	504000	3
WRIGHT 13-12	5367	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	22250	0	13200	252000	504000	3
STAVENS 1	5638	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	15000	0	13200	252000	504000	3
WRIGHT 3	15464	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	23000	0	13200	252000	504000	3
LODOEN 1	17503	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	13250	0	13200	252000	504000	3
LODOEN 11 - 8 H	19194	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	15000	0	13200	252000	504000	3
Kuroki Madison Unit	401172-01	BOTTINEAU	CTB	31 OPERATING, LLC	Kuroki	35250	0	13200	252000	504000	3
KOEHLE 32-23 #2	13229	BOTTINEAU	OG	VAST OPERATIONS, LLC	Stinson	29750	500	13200	252000	504000	3

Well Name	File No.	County	Well Type	Operator (Prior to Confiscation)	Field	Base cost	Salvage value	Topoil	2' Contamination removal/replacement	4' Contamination removal/replacement	Water disposal cost/bbl
RICE 10	19314	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$ 24,171.15	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
RICE 4	15179	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$ 54,592.04	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
RICE 3	15180	BOTTINEAU	WI	31 OPERATING, LLC	Renville	\$ 34,931.34	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
RICE 5	15245	BOTTINEAU	WI	31 OPERATING, LLC	Renville	\$ 35,087.08	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
RICE TRUST 1	13884	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$ 163,027.48	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
RICE ET AL 1H	14729	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$ 24,330.33	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
RICE 8	16082	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$ 26,083.63	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
GLESSING 3	15591	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$ 36,202.51	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
Cramer 1	15002	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$ 36,999.57	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
GLESSING 1	15246	BOTTINEAU	WI	31 OPERATING, LLC	Renville	\$ 25,133.36	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
CRAMER 4	18558	BOTTINEAU	WI	31 OPERATING, LLC	Renville	\$ 24,649.84	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
CRAMER 1 SWD	90090	BOTTINEAU	SWD	31 OPERATING, LLC	Renville	\$ 50,566.65	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
GLESSING 2	15360	BOTTINEAU	WI	31 OPERATING, LLC	Renville	\$ 25,931.34	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
CRAMER 3	17839	BOTTINEAU	OG	31 OPERATING, LLC	Renville	\$ 36,675.46	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
Rice-Glessing UTB	408574-01	BOTTINEAU	CTB	32 OPERATING, LLC	Renville	\$ 15,856.50	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
Rice-Ashiem UTB	408575-01	BOTTINEAU	CTB	33 OPERATING, LLC	Renville	\$ 22,858.24	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
Total						\$ 637,096.52	\$ -	\$ 115,200.00	\$ 4,608,000.00	\$ 9,216,000.00	

Well Name	File No.	County	Well Type	Operator (Prior to Confiscation)	Field	Base cost	Salvage value	Topsoil	2' Contamination removal/replacement	4' Contamination removal/replacement	Water disposal cost/bbl
MAHONEY 2	5848	BOTTINEAU	WI	31 OPERATING, LLC	Kuroki	\$ 26,221.76	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
STAVENS 14-1	14709	BOTTINEAU	WI	31 OPERATING, LLC	Kuroki	\$ 20,904.54	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
CAMERON 1	15643	BOTTINEAU	WI	31 OPERATING, LLC	Kuroki	\$ 25,796.88	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
STAVENS 1 HZ	17611	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	\$ 34,954.91	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
CAMERON 1 HZ	17653	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	\$ 36,070.34	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
CAMERON 1-11 H	18264	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	\$ 34,366.25	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
LODOEN 11-7H	18962	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	\$ 50,323.37	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
WRIGHT 12-12H	19062	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	\$ 25,633.10	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
CAMERON 1-14	19229	BOTTINEAU	WI	31 OPERATING, LLC	Kuroki	\$ 32,451.47	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
CAMERON 1 - 12	19463	BOTTINEAU	WI	31 OPERATING, LLC	Kuroki	\$ 59,529.47	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
WRIGHT 12-10	21279	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	\$ 58,733.56	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
DEMARS WSW 1	90094	BOTTINEAU	WS	31 OPERATING, LLC	Kuroki	\$ 176,106.89	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
MOORE-JENSEN 1-R	5478	BOTTINEAU	OG	31 OPERATING, LLC	South Westhope	\$ 43,566.89	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
MOORE-JENSEN 2-R	5480	BOTTINEAU	OG	31 OPERATING, LLC	South Westhope	\$ 24,360.79	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
MARTIN 1	10219	BOTTINEAU	OG	31 OPERATING, LLC	South Westhope	\$ 30,000.96	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
WRIGHT 13-12	5367	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	\$ 12,745.64	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
STAVENS 1	5638	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	\$ 12,745.64	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
WRIGHT 3	15464	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	\$ 20,585.03	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
LODOEN 1	17503	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	\$ 20,429.29	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
LODOEN 11 - 8 H	19194	BOTTINEAU	OG	31 OPERATING, LLC	Kuroki	\$ 18,514.51	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
Kuroki Madison Unit	401172-01	BOTTINEAU	CTB	31 OPERATING, LLC	Kuroki	\$ 12,745.64	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
KOEHLER 32-23 #2	13229	BOTTINEAU	OG	VAST OPERATIONS, LLC	Stinson	\$ 23,561.43	\$ -	\$ 7,200.00	\$ 288,000.00	\$ 576,000.00	\$ 2.75
Total						\$ 800,348.36	\$ -	\$ 158,400.00	\$ 6,336,000.00	\$ 12,672,000.00	