



RAILROAD COMMISSION OF TEXAS

REQUEST FOR PROPOSALS Solicitation No. 455-22-1021B

REMOVAL OF EXPOSED OIL AND GAS WELL SURFACE CASINGS, NECHES RIVER

Sole Point of Contact:

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Solicitation Issued

September 12, 2022

Responses Due *NO LATER THAN*

2:00PM (CST) October 12, 2022

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DEFINITIONS AND ACRONYMS

The following definitions and acronyms apply to this RFP and any resulting Contract:

Addendum/Addenda: Modification to this RFP, issued by RRC and posted to the Texas Comptroller of Public Accounts ESBD website (<http://www.txsmartbuy.com/esbd>) prior to Response due date.

American Petroleum Institute (“API”): The U.S. national trade association representing all facets of the natural gas and oil industry. API maintains more than 700 standards and recommended practices for the oil and gas industry; many of the standards and recommended practices are incorporated into state and federal regulations.

Changed Conditions: Subsurface or latent physical conditions differing materially from those indicated in the Contract or Work Order issued thereunder, or unknown, unusual physical conditions which could not reasonably be anticipated when considering and analyzing all information provided within the Solicitation and Contract documents and information readily accessible to Respondent and available upon Respondent’s request prior to Respondent’s submission of a Response.

Contract: The written agreement, if any, executed by the authorized representative of RRC and the Vendor, that formalizes the terms, provisions, covenants, and obligations, including but not limited to those contained in this RFP, of the respective parties to the agreement.

Contractor: The individual or entity qualified to provide the goods and/or services sought by RRC pursuant to this RFP and who is ultimately be selected to carry out the requirements stipulated in this RFP and any resulting contract.

Days: The word “days” shall mean calendar days unless otherwise specifically noted. Business days shall mean Monday through Friday except holidays officially listed on the [State of Texas Holiday Schedule](#) and/or on which RRC headquarters office is closed.

Electronic State Business Daily (ESBD): The designated website where state agencies, universities, and municipalities post formal solicitations (over \$25K), addenda to posted solicitations, and awards. The link to the ESBD is <http://www.txsmartbuy.com/esbd>

Fiscal Year (FY): RRC’s FY begins September 1 of one year and concludes August 31 of the following year.

Historical Underutilized Business (HUB): As defined within Texas Government Code Chapter 2161.

Notice to Proceed (NTP): The formal written authorization issued from RRC to Vendor, which indicates work under the Contract or Work Order issued thereunder is authorized to commence in accordance with the terms and conditions of the Contract and a Work Order issued thereunder and on, but not sooner than, the date specified within the Notice to Proceed.

Respondent: An individual or entity who submits a response to this RFP.

Response: An expression of interest submitted by a Respondent to RRC as a result of this RFP solicitation, and that contains Respondent’s statement of qualifications and other information evidencing Respondent’s qualifications to perform the services and work required under the Contract.

Request for Proposal (RFP): This solicitation document so titled and all attachments, appendices and exhibits hereto and/or that are incorporated by reference as though fully set forth within, and any Addenda that may be issued following issuance date of the original RFP document set.

RRC: The Railroad Commission of Texas, the Texas state agency responsible for issuance of this RFP.

RRC Authorized Representative: The individual authorized to make decisions on behalf of RRC.

RRC Statewide Rules: The official rules of RRC and that are found in 16 TAC Part 1, Chapters 1 through 20. The TAC and RRC Statewide Rules may be found on the Office of the Secretary of State website at <http://texreg.sos.state.tx.us/...RRC Statewide Rules>.

Services: The plugging or re-plugging of abandoned oil, gas, or saltwater disposal wells and the providing of all goods and services related and incidental to the plugging or re-plugging of such wells.

Solicitation and Contract Documents: Those documents identified as a component of the RFP, including all exhibits, attachments, and appendices thereto and/or that are incorporated by reference as though fully set forth within, and any Addenda that may be issued following issuance date of the original RFP document set, and those documents identified as a component of the Contract agreement between RRC and the Respondent awarded a contract arising from the RFP.

Statement of Services (SOS): A broad description of activities, deliverables and expectations applicable to work to be delivered under the resulting Contract or a Work Order issued thereunder.

Scope of Work (SOW): A section within the SOS or within a Work Order issued under the Contract and that provides detailed specifications of the services to be provided.

TAC: Texas Administrative Code.

Vendor: The individual or entity qualified, in RRC's sole determination, to provide the goods and/or services sought by RRC pursuant to this RFP and who is ultimately selected to carry out the requirements stipulated in this RFP, and any resulting contract and work order issued under such contract.

Work Order: A description of a specific job or project arising under the Contract and that includes details applicable to the location(s), goods, services, and incidentals of work to be performed.

PART I: NOTICE TO RESPONDENTS

1. INTRODUCTION.

In accordance with applicable provisions of Texas Government Code Chapters 2155, 2156 and 2254, the Railroad Commission of Texas seeks competitive sealed proposals from qualified entities to remove exposed Oil and Gas well surface casings in the Neches River as further described herein and in accordance with all terms, conditions, and specifications contained within the Solicitation and Contract Documents. Responses to this RFP No. 455-22-1021B shall be received by the Railroad Commission of Texas, Contract Management Section, 1701 N. Congress Avenue, Austin, TX 78701 no later than 2:00PM (CT), Wednesday, October 12, 2022.

2. SERVICES, GENERALLY.

Texas Natural Resources Code Chapter 89 provides that the protection of water and land of the state against pollution or the escape of oil or gas is in the public interest, and that it is necessary and desirable to provide additional means so that wells that are drilled for the exploration, development, or production of oil or gas, or as injection or salt water disposal wells, and that have been abandoned and are leaking salt water, oil, gas, or other deleterious substances into freshwater formations or on the surface of the land, may be plugged, re-plugged, or repaired by or under the authority and direction of RRC. Additionally, 16 TAC §3.14(b)(3) provides that RRC may plug or re-plug dry or inactive wells.

The RRC and the US Department of Interior National Park Service (“NPS”) have entered into Master Cooperative Agreement P15AC01148 to plug, or re-plug abandoned oil and gas wells and restore habitats that have been impacted by mineral exploration activities. Pursuant to the Cooperative Agreement, RRC and NPS have entered into Task Agreement Number P19AC01254 to remove exposed oil and gas well surface casings in the Neches River within the Big Thicket National Preserve.

Objectives of the project include restoring, enhancing, and protecting Big Thicket National Preserve by removing exposed surface casings of abandoned oil and gas wells located within the Neches River and by completing proper cutting and capping techniques that will protect park visitors, subsurface and surface waters, wetlands, protected species, and sensitive natural resources.

Respondents are cautioned to carefully read the RFP in its entirety. Selection of the most highly qualified Well Servicing Vendors will be based on demonstrated competence, detailed credentials, evaluation criteria and other requirements as outlined in **Part II: Instructions to Respondent, Section 2.10.2 Weighted Criteria** and **RFP ATTACHMENT 3 Respondent’s Qualification Statement**. Failure to provide the mandatory required information will automatically disqualify Respondent from consideration for award in connection with this RFP.

Appendix A to this SOS contains a list of each well that may be included as work under one or more workorders, along with RRC assumptions on wellsite conditions and Contractor objectives. *Appendix B* consists of specifications for equipment, materials, & services and as well as Rate Sheets. *Appendix C* is a list of environmental preservation and mitigation measures required for this project. *Appendix D* includes information related to each well and includes the following: well bore data and plugging reports, well locations, and imaged historical records from RRC online research queries.

Selected Respondents shall be bound to the terms and conditions of this RFP, and the RRC’s Contract as finalized between the RRC and Respondent (see **RFP ATTACHMENT 5 Sample RRC Contract**), any additional, specific terms and conditions applicable to a finalized, negotiated Work Order issued thereunder, and shall comply with all applicable local, state, and federal statutes, rules, regulations, and ordinances, including but not limited to those related to licensing, certification, and permitting requirements.

RRC reserves the right to award more than one Contract from this RFP. A Contract arising from this RFP shall not be exclusive; RRC may obtain Statewide Well Plugging & Related Services from other sources during the term of the Contract. A Contract shall have no monetary value and no guarantee that any Work Order will be issued thereunder. An award of a Contract arising from this RFP shall not disqualify a Respondent from responding to a future RRC project-specific solicitation or for bay and/or offshore well plugging and related services. For clarification, this RFP shall not qualify Vendors for RRC bay and/or offshore well plugging and related services

projects, work orders or contracts; RRC shall issue a separate RFP for bay and/or offshore well plugging and related services.

3. ANNOTATIONS.

3.1 PERFORMANCE PERIOD. Any Contract resulting from this RFP shall be effective as of the date executed by the last party signature and shall continue through 8/31/22. Contract may be amended through written amendment to the original Contract, fully executed prior to expiration of the Contract, and shall incorporate all terms and conditions of the original Contract as may be amended by mutual agreement between the RRC and Vendor.

3.2 MINIMUM QUALIFICATIONS. To be eligible for consideration of contract award, Respondent must meet all minimum qualification requirements as outlined in the Solicitation and Contract Documents, including requirements stated within any part of this RFP and the SOS. A Response must clearly demonstrate Respondent meets the following minimum qualifications:

- Respondent must have an active, current *Organization Report* (Form P-5) on file with the RRC. A copy of your *Organization Report* (Form P-5) must be included in **Tab B Executive Summary**, see *Section 2.9.2 Executive Summary*.
- Respondent possesses successful performance of well plugging services similar in scope (as judged by RRC) to one or more categories of Services described in **RFP ATTACHMENT 1 Statement of Services**. Respondent shall include elaboration of, and details related to, the three (3) projects identified within *Attachment 3: Respondent's Qualifications Statement Form* and must be included in **Tab C Experience and Qualifications**, see *Section 2.9.3 Experience and Qualifications*.
- Respondent must submit **ATTACHMENT 1 Statement of Services** (*Appendix B Specifications & Rate Submission Sheets & Appendix C Environmental Preservation and Mitigation Measures*) in **Tab E Respondent's Submittals**.
- Respondent owns, leases, or has access to all well plugging and related services equipment necessary to perform Services in one or more of the general categories of Services stated within this RFP.
- Respondent is financially solvent and adequately capitalized as judged by RRC.

3.3 COSTS OF RESPONSE PREPARATION. All costs associated with preparation and submission of a Response, including costs associated with submission of all required documents and all copies of all documents and all costs including travel and related activities associated with optional oral presentations, if required, are to be borne solely by the Respondent. Responses that do not meet all requirements or contain all required documentation specified in this RFP may be rejected as non-responsive in RRC's discretion.

3.4 PROTEST PROCEDURES. Any actual or prospective Respondent who is aggrieved in connection with this Solicitation, evaluation, or award of any contract resulting from this Solicitation may formally protest as provided in RRC's rules set forth in 16 Texas Administrative Code §20.1 (see, [16TAC§20.1](#)).

PART II: INSTRUCTIONS TO RESPONDENT

2. GENERAL RESPONSE INSTRUCTIONS.

2.1 STRICT ADHERENCE TO SUBMISSION DEADLINE. Responses must be received by the Contract Management Section, Railroad Commission of Texas, Austin, Texas **NO LATER THAN** the date and time specified within this RFP, or as revised by Addenda, if any, to this RFP. **RESPONSES RECEIVED AFTER THE DEADLINE DATE AND TIME WILL NOT BE CONSIDERED.** Please see section 2.3 Response Delivery below.

2.1.1 SCHEDULE OF EVENTS. **TABLE 1 Schedule of Events** provides dates applicable to this RFP. At the sole discretion of RRC, **TABLE 1** may be revised through written addendum posted to the [Texas Comptroller's ESD website](#) no later than the Response due date and time. At sole discretion of RRC, **TABLE 1** may be revised through written addendum posted to the Texas Comptroller's ESD website no later than the Response due date and time. Award Date shall occur at sole discretion of RRC and may be any time after due date of Responses and completion of evaluation of Responses.

TABLE 1: Schedule of Events

Event	Date
Issuance of RFP	September 12, 2022
Respondent's Submission of HSP for RRC Courtesy Review Begins	September 15, 2022
Deadline for Submission of Written Inquiries (no later than 2:00PM CT)	September 21, 2022
Response to Written Inquiries, if any (Addendum posted to ESBD)	September 23, 2022
Respondent's Deadline for Submission of HSP for RRC Courtesy Review Ends	September 26, 2022
Response Due Date (no later than 2:00PM CT)	October 12, 2022
Estimated Award Date	Upon Execution

2.2 RESPONSE LABELING/PACKAGING. Responses shall be placed in an envelope/package and labeled in accordance with address labeling requirements set forth in RFP Section 2.3. It is the Respondent's responsibility to properly label and deliver the Response to RRC by the specified date and time for this RFP.

2.3 RESPONSE DELIVERY. ANY RESPONSE SUBMITTED BY EMAIL OR BY FACSIMILE WILL BE REJECTED. It is the sole responsibility of the Respondent to select their preferred method of delivery from the delivery methods permitted herein. Failure to adhere to these requirements will cause the Respondent to be considered non-responsive and disqualified from award. Respondents must use the following address labeling information most applicable to Respondent's chosen delivery method:

<u>US Postal Service:</u> RFP No. 455-22-1021B Railroad Commission of Texas Contract Management Section Jesse Herrera, Contract Administration Manager PO Box 12967 Austin, TX 78711-2967	<u>Overnight or Hand Delivery:</u> RFP No. 455-22-1021B Railroad Commission of Texas Contract Management Section Jesse Herrera, Contract Administration Manager 1701 N. Congress Ave. Austin, TX 78701
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2.4 PROHIBITED COMMUNICATIONS; SOLE POINT OF CONTACT

2.4.1 Upon issuance of this RFP, RRC, its representative(s), and partners (if any) will not answer questions or otherwise discuss the contents of this RFP with any potential Respondent or their representatives(s), except for the written inquiries submitted in accordance with Section 2.5, below. Attempts to ask questions by phone or in person will not be allowed or recognized as valid. ***FAILURE TO ADHERE TO THIS RESTRICTION MAY DISQUALIFY RESPONDENT AND RESPONDENT'S RESPONSE.***

Respondents shall rely only on written statements issued through or by RRC's Contract Management Section. This restriction does not preclude discussions between affected parties for the purposes of conducting business not related in any way to this RFP.

2.4.2 For information related to this **RFP No. 455-22-1021B**, the Services, and administration of any resulting Contract, RRC's sole Point of Contact shall be Jesse Herrera, Contract Administration Manager, whose contact information is:

Mailing Address	Email
Railroad Commission of Texas Contract Management Section Jesse Herrera, Contract Administration Manager PO Box 12967 Austin, TX 78711-2967	Jesse.Herrera@rrc.texas.gov
	Phone 512-463-6736

2.5 INQUIRIES AND ADDENDA

2.5.1 Respondent solely is responsible for thoroughly understanding the RFP and all attachments, exhibits, forms, and addenda, including but not limited to the SOS and Terms and Conditions, and to have performed independent

research as needed to provide a clear understanding of the RFP and the work to be performed under any resulting Contract. Should any Respondent find any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the RFP, or should Respondent be in doubt as to the exact meaning of information within the RFP, Respondent should immediately notify in writing via email or email with editable attachment (i.e., MS Word® document) RRC's sole point of contact for this solicitation (see RFP Section 2.4.2). RRC shall not be responsible for oral instructions or for misinterpretation of the Solicitation and Contract Documents.

2.5.2 Respondents submitting inquiries must reference the relevant RFP page and section and should submit all questions by the inquiry deadline stated within **TABLE 1 Schedule of Events** of this RFP. RRC reserves the right to amend answers prior to the Response submission deadline, and RRC reserves the right to respond to questions received after deadline for submission of written questions. When issuing response to questions submitted, RRC shall issue Addenda posted to the Texas Comptroller's ESBD website.

2.5.3 Addenda issued, if any, shall be posted by RRC to the Texas Comptroller's ESBD website (<http://www.txsmartbuy.com/esbd>). It is solely the responsibility of Respondents to check the Texas Comptroller's ESBD website for any and all updates to the RFP. A Respondent's failure to check the Texas Comptroller's ESBD website for updates shall not release Respondent from the requirements of Addenda or additional information published within any Addenda.

2.6 HISTORICALLY UNDERUTILIZED BUSINESSES REQUIREMENTS

Pursuant to Texas Government Code Chapter 2161, state agencies are required to make a good faith effort to increase the contract awards for the purchase of goods or services the state agencies expect to make to HUBs during a fiscal year. Historically Underutilized Businesses are strongly encouraged to respond to this RFP.

2.6.1 HUB SUBCONTRACTING PLAN. In accordance with Texas Government Code Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, responses, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. RRC has determined subcontracting opportunities are probable under a contract arising from this RFP, therefore:

2.6.1.1 ALL RESPONDENTS, INCLUDING TEXAS CERTIFIED HUBS, MUST SUBMIT A COMPLETED HUB SUBCONTRACTING PLAN ("HSP") FORM (SEE RFP ATTACHMENT 4 HUB Subcontracting Plan and Appendix) WITH THE RESPONSE FOR THE RESPONSE TO BE CONSIDERED RESPONSIVE. A RESPONDENT'S FAILURE TO INCLUDE A COMPLETED HSP FORM WILL BE DEEMED A MATERIAL FAILURE TO COMPLY WITH RFP REQUIREMENTS AND SHALL RESULT IN RRC'S REJECTION OF THE RESPONSE AND RENDERING THE RESPONSE INELIGIBLE FOR AWARD OF A CONTRACT ARISING FROM THIS RFP.

2.6.1.2 RESPONDENTS MUST SUBMIT A COMPLETED HSP FORM ON THE HSP FORM INCLUDED AS RFP ATTACHMENT 4 HUB Subcontracting Plan and Appendix; NO ALTERNATE FORMS, INCLUDING ALTERNATE OR PRIOR VERSIONS OF HSP FORMS, WILL BE ACCEPTED.

2.6.1.3 Preliminary HSP Review. A Respondent may submit a draft of Respondent's HSP for a preliminary review by RRC's HUB team. Respondents wishing to take advantage of the preliminary HSP review must submit the HSP no later than the deadline for submission of HSP for preliminary review stated within **TABLE 1 Schedule of Events** of this RFP. Respondents are strongly encouraged to utilize this opportunity for a preliminary review of the HSP. The preliminary review is not an official review of the HSP for determination of responsiveness or contract award but is a preliminary review for compliance with HSP form instructions and required Good Faith Effort.

2.6.2 GOOD FAITH EFFORT REQUIRED. In accordance with 34 Texas Administrative Code §20.285(d), any person submitting a bid, response, offer, or other applicable expression of interest in response to this RFP shall submit a completed HUB Subcontracting Plan form demonstrating evidence of good faith effort in developing that plan. Good faith effort shall be in full conformance with all directions for demonstration and submission specified in the HSP form (see **RFP ATTACHMENT 4 HUB Subcontracting Plan and Appendix**).

2.6.3 PROBABLE HUB SUBCONTRACTING OPPORTUNITIES. RRC has identified potential areas of subcontracting opportunities which are listed within **TABLE 2 Potential HUB Subcontracting NIGP Codes** of this RFP. Full commodity and services descriptions may be found on the Texas Comptroller's website at: <https://comptroller.texas.gov/purchasing/nigp/>. The list is for information purposes only and is not intended as an exhaustive list of subcontracting opportunities related to this RFP. It is the sole responsibility of a Respondent to determine what, if any, subcontracting opportunities are most applicable to the Respondent's business in performance of work under a Contract arising from this RFP. Respondent is not required to include within an HSP form any or all the commodities or services listed in **TABLE 2 Potential HUB Subcontracting NIGP Codes** of this

RFP. Respondents should review the HSP form (see **RFP ATTACHMENT 4 HUB Subcontracting Plan and Appendix**) for instructions applicable to identification of specific commodities or services intended for subcontracting.

TABLE 2: POTENTIAL HUB SUBCONTRACTING NIGP CODES

NIGP Class	NIGP Item	Description (Commodities and Services)
150	12	Sack cement (Types I, II, or III)
155	05	Barriers and Enclosures, Construction
550	05	Beam and Barrier Handling Equipment
720	36	Hydraulic Pumps, Hand and Motor Driven
750	42	Drilling mud
750	77	Sand and gravel
790	20	Grass seeds
909	75	Site clean-up, post construction
959	39	Dam and Levee Construction, Maintenance, Management and Repair
962	39	Hauling services
962	96	Well services, including oil, gas, and water: Drilling, plugging, consulting, maintenance, repair
968	93	Well Pointing Services, Dewatering
971	82	Toilets, portable, rental or lease
975	39	Hydraulic Tools and Equipment Rental or Lease
977	73	Toilets and showers, portable, rental or lease

2.6.4 HUB SUBCONTRACTING PLAN (HSP) PRIME CONTRACTOR PROGRESS ASSESSMENT REPORT. Pursuant to 34 Texas Administrative Code §20.285(f)(1), as a condition of payment, a prime contractor shall maintain business records documenting compliance with the HUB Subcontracting Plan and shall submit a compliance report to the state contracting agency each month. Therefore, as a condition of payment under the Contract, from start date of Contract through completion date of Contract, a prime contractor (Vendor) awarded a Contract arising from this RFP shall monthly submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (see **RFP ATTACHMENT 4 Appendix A Prime Contractor Progress Assessment Report (PAR)**) prior to RRC's approval of payment under the Contract.

2.6.5 RRC'S HUB PROGRAM ADMINISTRATION. For explanation of the RRC's HUB program, for assistance in completing the HSP form, and to obtain HUB lists if web access is not available, Respondents are encouraged to contact RRC's HUB Administration (Phone: 512-936-0806; or email: hub@rrc.texas.gov.)

2.7 RESPONSE REQUIREMENTS

2.7.1 REQUIRED NUMBER OF RESPONSE ORIGINALS AND COPIES. Respondent must submit one (1) paper original, plus five (5) identical paper copies of the Response. Response shall be written only on 8 ½" X 11" white paper using double or 1.5 spacing, and 12-point or larger Times New Roman font. Responses shall be free of any extrinsic items and shall be bound in a three-ring binder. **The one (1) clearly marked "original" must include an original ink signature on the Title Page (Tab A)** (electronic signatures will not be accepted), and the name and title of the individual signing who must possess the authority to legally bind the Respondent. RRC reserves the right to require a Respondent to furnish documentary evidence of Respondent's signature authority. Respondent must also submit one (1) electronic copy of the Response on a USB storage device; the Response file must be readable using Adobe Acrobat Reader DC®, and the electronic storage device (USB) shall not be encrypted. USB(s) must be labeled with Respondent's name. **Response shall be saved in a zip file and the file folder shall contain individual PDF files for each required tab.**

Response shall include all required attachments and certifications. The RRC will not accept attachments and certifications submitted after the deadline. Failure to provide all required information in the required format

may render the response non-responsive and thus disqualified from consideration. The RRC may reject a proposal that fails to include required contents.

2.7.2 CONFIDENTIAL INFORMATION; PUBLIC INFORMATION ACT DISCLOSURES. RRC is a governmental body subject to the Texas Public Information Act (“PIA”), Texas Government Code Chapter 552. Any Response and other information submitted to RRC by Respondent are subject to release as public information by RRC. A Response and other submitted information are presumed subject to disclosure unless a specific exception to disclosure under the PIA applies. If it is necessary for Respondent to include proprietary or otherwise confidential information in its Response or other submitted information, the Respondent must clearly label that proprietary or confidential information and identify the legal basis for confidentiality. Merely making a blanket claim that the entire Response is protected from disclosure because it contains some proprietary information is not acceptable and will make the entire Response subject to release under the PIA. In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Response that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified by the Respondent as proprietary or confidential will be deemed subject to disclosure pursuant to the PIA. Respondent will be deemed to have irrevocably waived, and to have agreed to fully indemnify the State of Texas and the RRC against, any claim of infringement by RRC regarding the intellectual property rights of Respondent or any third party for any materials appearing in the Response.

Respondent is required to make any information created or exchanged with a state governmental entity (as defined by Texas Government Code §2252.907(d)) pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in at least one of the following formats that is accessible by the public at no additional charge to the State of Texas and/or RRC: *.pdf format compatible with the latest version of Adobe Acrobat®; Microsoft Word®; Microsoft Excel®; or, hard copy (paper).

If Respondent’s Response contains any information which Respondent claims is confidential and not subject to release under the PIA, Respondent must prepare and deliver to RRC two USB storage devices containing the following information:

One USB storage device with PDF document containing complete copies of all of Respondent’s submissions pursuant to this RFP. Respondent must label this PDF document “**Complete Response Documents, [Respondent’s Name], RRC RFP No. 455-22-1021B. CONTAINS CONFIDENTIAL INFORMATION.**”

One USB storage device with PDF document containing copies of all of Respondent’s submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. This document must also contain an appendix which contains clear references to all redacted information including a general description of the redacted information. Respondent must label this PDF document “**For Public Release: Redacted version of [Respondent’s Name], RRC RFP No. 455-22-1021B.**”

2.8 EXCEPTION TO PROVISIONS

Respondent is strictly prohibited from taking blanket exception to the entire RFP; a Response that includes blanket exception to the entire RFP or that does not include proposed alternative language to exceptions taken, may be disqualified from Contract award. Any exception may be considered negatively during the evaluation and scoring process or may result in a contract not being awarded to Respondent.

2.9 ORGANIZATION OF RESPONSE

All Responses shall have all pages numbered and be organized in a manner that directly corresponds with the identified tabs set forth within this RFP section. Responses shall contain all required information, at a minimum, and be stated in a clear and concise manner. Vague and general responses shall be considered nonresponsive and thereby disqualified from consideration of Contract award. Respondent shall include all information Respondent believes is necessary and/or helpful to RRC determining Respondent’s qualifications and ability to deliver all goods and services in accordance with this RFP, including the specifications stated within the SOS, and all terms and conditions of the Contract. Respondent shall submit a Response that includes, at a minimum, the following:

2.9.1 TITLE PAGE (TAB A). The Response title page must include:

- a. RRC's RFP number: **RFP No. 455-22-1021B**;
- b. Respondent's name and physical address;
- c. Respondent's Vendor Identification Number (11-digit number issued by the Texas CPA);
- d. Respondent's Federal Employer Identification Number (9-digit number issued by the IRS); and
- e. Respondent's authorized agent's signature, printed name, title, and date of signature to Response.

2.9.2 EXECUTIVE SUMMARY (TAB B). Respondent's executive summary should include a clear, comprehensive summary of Respondent's qualifications, experience and proposed Schedule and detailed Work Plan, applicable to the requirements of this RFP, Respondent's Executive Summary and proposed Schedule and detailed Work Plan should include, at a minimum, the following:

- a. Summary of Respondent's qualifications, including licenses and/or certifications if applicable and/or required by this RFP, and a statement of Respondent's ability to meet or exceed required minimum qualifications;
- b. Summary of Respondent's experience in delivery of same or substantially similar services as those required under this RFP, and a statement of Respondent's ability to meet or exceed required minimum experience;
- c. Identification of Services categories Respondent can and is willing to deliver from among the following categories:
 - i. Routine well plugging and abandonment;
 - ii. Federally funded well plugging and abandonment;
 - iii. Well plugging and abandonment in environmentally sensitive locations; and
- d. Schedule and Work Plan: Respondent shall provide a Schedule and detailed Work Plan. Respondent's Schedule and detailed Work Plan shall include, at a minimum, the following:
Schedule shall provide an overall timeline for the first well, to the last well, with key start dates and end dates, to include phased mobilization and demobilization deployments and assumptions. Work Plan shall detail procedure on how the Respondent shall access the site, mobilize equipment, personnel, subcontracted services, and specific procedures to ensure the well(s) is safe to begin operations on, remove casing, set 10' cement plug and demobilize equipment, personnel, subcontracted services to complete the Respondent Work Plan objectives.
- e. Clear, concise, detailed explanation of Respondent's exceptions taken, if any, to the terms and/or conditions of this RFP.

2.9.3 EXPERIENCE AND QUALIFICATIONS (TAB C). Tab C shall include elaboration of, and details related to, the three (3) projects identified within *Attachment 3: Respondent's Qualifications Statement Form*.

Respondent may provide details of additional projects in addition to the three (3) identified in *Attachment 3: Respondent's Qualifications Statement Form*. Any additional projects provided shall demonstrate Respondent's ability to meet or exceed the minimum qualifications and experience required to deliver well plugging and related services described within **RFP ATTACHMENT 1 Statement of Services**.

Respondent is solely responsible for providing sufficient details to ensure RRC's evaluation committee members can determine Respondent's understanding of the RFP, the Statement of Services, and scope of work and specifications applicable to performance of well plugging and related services.

2.9.4 RESPONDENT'S APPROACH TO PERFORMING WORK UNDER THE CONTRACT (TAB D). TAB D shall include elaboration of, and details related to, Respondent's approach to performance of Services described withing **RFP ATTACHMENT 1 Statement of Services**. Respondent's approach shall demonstrate Respondent's experience, expertise, and ability to plan and complete well plugging and related services of one or more wells within one or more of the following categories:

- a. Routine well plugging and abandonment;
- b. Federally funded well plugging and abandonment;
- c. Well plugging and abandonment in environmentally sensitive locations; and

Respondent is solely responsible for providing sufficient details to ensure RRC's evaluation committee members can determine Respondent's understanding of the RFP, the Statement of Services, and scope of work and

specifications applicable to performance of the Services. In this section of the Response, **Respondent is encouraged to address, at a minimum, the following:**

- i. Respondent's approach to plugging wells at various depths;
- ii. Respondent's approach to plugging wells with difficult conditions, including but not limited to, wells in aquatic and environmentally sensitive environments.

2.9.5 RESPONDENT'S SUBMITTALS (TAB E).

2.9.5.1 REQUIRED RRC RFP ATTACHMENTS. Response **TAB E** shall include properly completed Required RRC RFP Attachments identified within this section. Failure to include each and all the Required RRC RFP Attachments shall result in the Response being deemed nonresponsive to the RFP and disqualified from consideration of Contract award. The Required RRC RFP Attachments applicable to this solicitation include:

- a. **RFP ATTACHMENT 1:** Statement of Services (*Appendix B Specifications & Rate Submission Sheets & Appendix C Environmental Preservation and Mitigation Measures*)
- b. **RFP ATTACHMENT 2:** Respondent's Statements and Covenants
- c. **RFP ATTACHMENT 3:** Respondent's Qualifications Statement form
- d. **RFP ATTACHMENT 4:** HUB Subcontracting Plan
- e. **RFP ATTACHMENT 7:** Federal Flow-Down Provisions & Required Forms

***** Please Note submission of PDF's must be submitted independently of one another and titled as such. *****

IN ADDITION TO THE REQUIRED RRC RFP ATTACHMENTS, A RESPONDENT SHALL INCLUDE WITHIN TAB E RESPONDENT'S SUBMITTALS SECTION ANY ADDITIONAL STATEMENTS, INCLUDING ANY STATEMENTS ARISING FROM SECTION 2.9.6.2 THROUGH 2.9.6.5 OF THIS RFP, OR SUCH OTHER INFORMATION RESPONDENT DEEMS NECESSARY, VALUABLE, AND APPROPRIATE TO FULLY INFORM RRC OF RESPONDENT'S QUALIFICATIONS, EXPERTISE, AND SUPERIORITY IN SELECTION AS A VENDOR FOR CONTRACT AWARD.

2.9.5.2 Disclosures

Each Response shall include (within **TAB E** Respondent's Submittals) Respondent's statements addressing the following disclosures:

2.9.5.3 Changes in Ownership Conditions. Respondent shall include a statement certifying Respondent will notify RRC of:

- a. Any change in ownership during the period prior to Contract award, and
- b. Any change in ownership during the term of the Contract or any extension or renewal period(s) thereof.

Respondent shall notify RRC in writing, immediately on or before the change in ownership occurs or is identified. Failure of Respondent and/or Vendor to notify RRC as required herein shall be grounds for rejection of the Response and/or termination of the Contract.

2.9.5.4 Legal Actions. Respondent shall identify any pending or completed legal actions that were brought against Respondent, Respondent's agents, officers, and/or Respondent's subcontractors, within the five-year period immediately preceding the Response due date and that relate to failure to perform contracted services, breach of contract, mismanagement of a contract, and/or assessment of any penalties or liquidated damages under any contract with any governmental entity. Respondent shall provide details related to jurisdiction of legal action or contract dispute, reason for penalties or liquidated damages, and penalties or liquidated damages amount for each incident.

2.9.5.5 Other. In addition to the disclosures stated above, Respondent shall include any disclosures necessary to conform with **RFP ATTACHMENT 2 Respondent's Statements and Covenants**. Respondent is strongly encouraged to carefully and thoroughly review each statement and covenant within **RFP ATTACHMENT 2 Respondent's Statements and Covenants** to determine applicability of disclosures and to ensure Respondent's Response includes all mandatory disclosure statements applicable to Respondent including, but not limited to, conflicts or potential conflicts of interest (see **RFP ATTACHMENT 2 Respondent's Statements and Covenants** item 5.)

2.9.5.6 RRC RFP ATTACHMENTS. *TABLE 3 RRC RFP Attachments* of this RFP is provided *as a general guide only* so that Respondent may note certain RRC RFP Attachments that may be required to be returned with the Response submitted. *TABLE 3 of this RFP is not intended as a minimum, comprehensive, or exhaustive checklist of required elements of a Response.* Respondent solely is responsible for review and understanding of the entire RFP including all terms, conditions, specifications, attachments, and addenda, if any, issued and for ensuring a submitted Response contains all required elements and forms to be considered responsive to the RFP.

TABLE 3. RRC RFP ATTACHMENTS

Attachment Number: Name	Return with Response?
Attachment 1: Statement of Services	<i>Yes (TAB E: Signed Appendices B & C only)</i>
Attachment 2: Respondent's Statements and Covenants	<i>Yes (TAB E)</i>
Attachment 3: Respondent's Qualifications Statement form	<i>Yes (TAB E)</i>
Attachment 4: HUB Subcontracting Plan (HSP)	<i>Yes (TAB E)</i>
Attachment 5: Sample RRC Contract	No
Attachment 6: Performance Evaluation Standards	No
Attachment 7: Federal Flow-Down Provisions & Required Forms	<i>Yes (TAB E)</i>
Attachment 8: Performance Bond	No
Attachment 9: Progress Payment Affidavit	No
Attachment 10: Contractor's Consent to Final Payment Affidavit	No
Attachment 11: Surety's Consent to Final Payment	No

2.10 RESPONSE EVALUATION AND CONTRACT AWARD

RRC intends to award one or more Contract(s) for well plugging and related services as described within *Attachment 1: Statement of Services*. To determine highly qualified providers, Responses first shall be evaluated to determine pass/fail of criteria demonstrating responsiveness to this RFP. Responses deemed responsive shall advance to weighted criteria evaluation and scoring. At conclusion of weighted evaluation and scoring RRC shall determine, in its sole discretion, whether to request pricing and/or oral presentations and/or engage in the Best and Final Offer ("BAFO") process. RRC reserves the right to continue to evaluate Responses until achievement of best value to the State as defined by and in accordance with Texas Government Code §2155.074 and §2155.075.

2.10.1 RESPONSIVENESS. Each Response shall be evaluated to determine responsiveness to this RFP. Determination of responsiveness shall include, but may not limited to, pass/fail determination of a Response in:

- Compliance with RFP Part I, Section 3.3 Costs of Response Preparation;
- Compliance with RFP Part II, Section 2.6 Historically Underutilized Businesses Requirements (including all subsections);
- Compliance with RFP Part II, Section 2.9 Organization of Response (including all subsections); and
- Compliance with RFP Part III, Section 3.1 General Terms and Conditions.

A Respondent's failure to comply with one or more requirements of the RFP may result in the Response being deemed non-responsive and thereby disqualified from further consideration of award of a Contract. The list within this subsection is intended for general guidance only and is not intended as an exhaustive list of responsiveness criteria related to this RFP. It is Respondent's sole responsibility to thoroughly review the Solicitation and Contract Documents of this RFP, including all attachments and addenda issued, if any, to ensure understanding of requirements for responsiveness. All determinations of responsiveness to this RFP shall be final.

2.10.2 WEIGHTED CRITERIA.

Responses that are deemed responsive shall undergo evaluation of weighted criteria and scoring to determine highly qualified Respondents based upon demonstrated competence and detailed credentials. Weighted criteria evaluation shall apply the best value standard for purchase of goods or services as set forth in Texas Government Code §2155.074. Factors that may be considered include:

- a. Qualifications of Respondent, Respondent's personnel, and/or Respondent's subcontractors;
- b. Respondent's ability to perform well plugging and related services required under the Contract and to promptly and timely provide Services without delay or interference;
- c. Respondent's ability to perform well plugging and related services as it relates to the Oil and Gas Industry is preferred and will be evaluated at a greater weight;
- d. Indicators of Respondent's probable performance under the Contract. Indicators may include but not be limited to Respondent's past performance on RRC projects, Respondent's financial resources, and Respondent's experience or demonstrated capability and responsibility in delivery of same or substantially similar services;
- e. Respondent's compliance with RFP Response submission requirements; and
- f. Respondent's acceptance of terms and conditions.

The criteria and respective weight to be used in determining the best value for the State are indicated in **TABLE 4 Weighted Criteria** of this RFP.

TABLE 4: WEIGHTED CRITERIA

Criteria	Weight
Respondent's Organization and Presentation to RFP	30%
Respondent's Fees/Cost	60%
Overall Clarity and Organization	10%
Grand Total Maximum Score	100%

2.10.2.1 EVALUATION AND SCORING:

- **Respondent's Organization and Presentation to RFP 30%.** Evaluation and scoring shall include, but is not limited to, overall organization and presentation of Response, content in Response **TAB B EXECUTIVE SUMMARY** including Respondent's ability to meet and exceed minimum qualifications stated in this RFP, content in Response **TAB C EXPERIENCE AND QUALIFICATIONS** that demonstrates Respondent's experience and success in delivery of same or substantially similar services as those required under this RFP, demonstration of understanding of RFP requirements, and content in Response **TAB D RESPONDENT'S APPROACH TO PERFORMING WORK UNDER THE CONTRACT**, content in Response **TAB E RESPONDENT'S SUBMITTALS**, and Respondent's past performance as evidenced by Texas CPA Vendor Performance Tracking System score (if any) and/or response to RRC inquiries to other entities, including but not limited to Respondent's references.
- **Respondent's Fees/Cost 60%.** Evaluation and scoring of lowest fees/cost shall receive 100% of the 60% maximum points possible for fees/cost. Respondent shall submit **ATTACHMENT I Statement of Services Appendix B: Specifications and Rate Submission Sheets** in **TAB E RESPONDENT'S SUBMITTALS**.
- **Overall Clarity and Organization 10%.** Evaluation and scoring shall include, but is not limited to, overall clarity and organization of Response, demonstration of understanding of RFP requirements.

2.10.2.2 PAST PERFORMANCE. A Respondent's past performance on a State contract, if any, shall be assessed in compliance with applicable provisions of Texas Government Code Chapters 2155 and 2156. Respondents may fail this selection criterion should one or more of the following conditions apply to Respondent:

- a. A score of less than C or Legacy Unsatisfactory in the [Texas Comptroller's Vendor Performance Tracking System](https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/); <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking/>
- b. Currently under a Corrective Action Plan through RRC;
- c. Having repeated negative Vendor Performance Reports for the same reason;
- d. Having a record of repeated non-responsiveness to Vendor Performance issues; and/or
- e. Having one or more Purchase Orders that have been cancelled for non-performance in the previous 12 months.

To evaluate and score Respondent's past performance, RRC may also make inquiry with other entities including Respondent's references within **RFP ATTACHMENT 3 Respondent's Qualification Statement Form** and/or any federal, state, or local government agency. RRC may conduct research and investigation as deemed necessary to fully evaluate Respondent's past performance and may consider notices of termination, cure notices, assessment of liquidated damages, litigation, audit reports, contract non-renewals, and other performance related facts, reports, actions, or information. Any such investigations shall be at the sole discretion of RRC and any negative findings, as determined by RRC, may result in non-award to the Respondent.

2.10.3 ORAL PRESENTATIONS. Opportunity or requirement for Respondent oral presentations is not guaranteed and shall be determined at sole discretion of RRC. Oral presentations, if any, shall provide Respondents an opportunity to highlight the entity's strengths and unique aspects of Respondent's approach contained within the Response, as well as to address any questions put forth by RRC's evaluation committee members.

Following tabulation of weighted criteria scores, RRC may determine it is necessary to invite short-listed Respondents to oral presentations prior to making recommendations for award of contracts. Short-listed Respondents shall be deemed those falling within a competitive range determined by RRC. The competitive range refers to Response(s) determined to be reasonably considered for award selection and is an objective means of narrowing the field of Respondents that will participate in subsequent evaluation activities, if deemed necessary.

RRC shall employ the following guidelines when determining the competitive range for invitations, if any, to optional oral presentations:

- a. A "natural break" in scores will determine the competitive range;
- b. The number of Respondents, if any, invited to oral presentations shall depend upon closeness of scores of Responses;
- c. In determining number, if any, of Respondents to be invited for oral presentations, RRC shall consider significant gaps in point separation between the top ranked Respondents;
- d. Only those Respondents that are determined by RRC to be highly qualified to provide the Services may be invited for oral presentations;
- e. Oral presentations, if any, shall be held at RRC headquarters in Austin, Texas or virtually due to COVID-19 or other related public health or safety issues;
- f. All expenses associated with responding to and/or attending an oral presentation shall be borne exclusively by the Respondent accepting and/or attending the oral presentation.

2.10.4 CONTRACT NEGOTIATIONS. RRC reserves the option to negotiate with one or more Respondents deemed highly qualified to provide well plugging and related services sought by RRC. Negotiation elements may include, but shall not be limited to pricing, and terms and conditions. RRC reserves the right to continue negotiations until the best value for RRC and the State has been achieved as determined in RRC's sole discretion.

2.10.5 BEST AND FINAL OFFER ("BAFO"). At sole discretion of RRC, after completion of weighted criteria evaluation, scoring, and oral presentations (if any), RRC may award a Contract or may request BAFOs from one or more Respondents whose scores are sufficient to qualify the Respondent(s) for further consideration and negotiation as determined exclusively by RRC. In event RRC issues a request for BAFO, Respondents may be permitted to modify an original Response, and the RRC Contract Management Section shall evaluate the BAFOs received.

2.10.6 RRC CONTACT(S) FOLLOWING AWARD. RRC contact(s) for day-to-day administration of the Contract shall be determined following Contract award. These individuals may appoint one or more delegates to assist in the day-to-day administration of the Contract and may provide to Contractor a written list of RRC delegates.

2.10.7 RESERVATION OF RIGHTS. In addition to any other rights specified elsewhere in this RFP:

- a. RRC reserves the right to reject a Response that does not fully comply with the instructions and criteria outlined in this RFP;
- b. RRC reserves the right to reject any or all Responses and call for new Responses if deemed by RRC to be in the best interest of RRC and/or the State of Texas;
- c. RRC reserves the right to select none, one, or more than one Response for Contract Award when RRC determines that such action would be in the best interest of RRC and/or the State of Texas.

PART III: TERMS AND CONDITIONS

3. The terms and conditions herein shall be fully incorporated into and constitute part of the RFP and any resulting Contract. Respondent/Vendor shall comply, and Respondent/Vendor shall require all subcontractors of all tiers to comply, with the terms and conditions of the Contract. In absence of express exclusion in whole or in part from the Response, all terms and conditions are deemed incorporated therein.

3.1 GENERAL TERMS AND CONDITIONS

3.1.1 COMPLIANCE WITH RFP AND CONTRACT. By submitting a response, acknowledging and accepting the Contract, or delivering any services under the Contract, Respondent/Vendor acknowledges, accepts, and agrees to all terms, conditions, specifications, provisions, statements, and guidelines of the Contract, including, but not limited to, the RFP. All parts of the RFP are fully incorporated into and constitute part of the Contract for all purposes intended. RRC, in its sole discretion, may disqualify a Response from consideration if RRC determines a Response is non-responsive and/or non-compliant, in whole or in part, with the requirements set forth in this RFP.

3.1.2 MISUNDERSTANDING OR LACK OF INFORMATION. Respondents must be thoroughly informed concerning all relevant facts, data, site conditions, and estimates required for the purpose of assembling a Response and concerning all difficulties that may be encountered in managing or operating a project under the Contract or a Work Order issued thereunder.

3.1.2.1 No plea of ignorance of existing site conditions or difficulties that may be encountered during performance of a Work Order issued under the Contract shall be accepted as an excuse for any failure or omission by Vendor to fulfill in every detail all requirements of the Contract or shall be accepted as a basis for any claim whatsoever for additional compensation to a finalized, negotiated Work Order.

3.1.2.2 By submitting a Response, each Respondent acknowledges and agrees that it fully understands and shall abide by the terms and conditions of the RFP, and that Respondent shall not make any claims for, or has any rights to, cancellation or relief without consequences because of any misunderstanding or lack of information.

3.1.3 AMBIGUITY, CONFLICT, EXCLUSIONARY SPECIFICATION, OR OMISSION. If Respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in the RFP, Respondent must immediately notify in writing RRC's point of contact for the RFP. If Respondent fails to notify RRC's point of contact for the RFP of any error, ambiguity, conflict, discrepancy, exclusionary specification, or omission, Respondent's submittal of a Response is done so at Respondent's own risk, and if awarded a Contract, Respondent shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction.

3.1.4 RIGHT TO AMEND, MODIFY, OR WITHDRAW THE RFP. RRC reserves the right to alter, amend, or modify any provisions of the RFP or to rescind, revoke, or withdraw the RFP, in whole or in part, at any time prior to Contract award if such action is determined by RRC to be in the best interest of the State of Texas and/or RRC.

3.1.5 NO ALTERATIONS OR WITHDRAWALS OF RESPONSE AFTER DEADLINE. Responses may not be altered or amended after the Response due date and time specified in the RFP. Any alterations made before the Response due date and time must be initialed by Respondent or Respondent's authorized agent. Responses submitted may not be withdrawn after submission deadline. However, upon receipt of Respondent's written request to withdraw their Response, RRC may, but not must, in its sole discretion approve the request to withdraw a Response.

3.1.6 ATTACHMENTS. Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response. RRC reserves the right, in its sole discretion, to reject any Respondent terms and conditions or other documents or attachments as part of Respondent's Response.

3.1.7 BINDING EFFECT OF RESPONSE. Unless otherwise agreed in writing and signed by RRC, Respondent agrees to and is bound by the information and documentation provided with the Response. Upon award of Contract, negotiated prices shall remain fixed and guaranteed for the entire Contract period.

3.1.8 BINDING EFFECT OF CONTRACT. An awarded Contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.

3.1.9 REJECTION OF RESPONSE AND CANCELLATION OF RFP. Issuance of this RFP does not constitute a commitment on the part of RRC to award a contract. RRC is under no obligation to award any contract as a result of this RFP. RRC maintains sole right and discretion to reject any or all Responses and to cancel the RFP if RRC deems such action as in the best interest of the State of Texas and/or RRC. RRC's waiver of any deviations in any Response will not constitute a modification of the RFP and will not preclude RRC from asserting all rights against Vendor for failure to fully comply with all terms and conditions of the RFP.

3.1.10 RESPONDENT COSTS. Respondent shall bear all costs and expenses associated with preparation and submission of a Response, including costs associated with travel to and attendance of pre-Response site visits, and submission of all required documents and all required copies of documents.

3.1.11 RESPONDENT IDENTIFICATION. Prior to award of Contract, Vendor must provide Vendor's Texas Identification Number (TIN) issued by the Texas Comptroller of Public Accounts.

3.1.12 CONTRACT AWARD, COPYRIGHT, REISSUANCE. A response to the RFP is an offer to contract with the State of Texas through RRC based upon the specifications, terms, and conditions contained in the RFP. The Response shall not become a contract with RRC unless, until, and to the extent RRC issues a fully executed Contract and Notice of Award to a successful Vendor. RRC in its sole discretion reserves the right to reject any or all Responses, all or any part of any Response, waive minor technicalities, negotiate pricing and Contract terms and conditions with all Vendors or no Vendors, and award a Contract in the best interest of the State of Texas and RRC.

Copyrighted Responses are unacceptable and are subject to disqualification as nonresponsive; in addition, RRC reserves the right to disqualify any Response that asserts any copyright on any RRC forms designated by the RFP as a form required to be submitted with Respondent's Response.

Prior to issuance of a Contract, RRC reserves the right to make any corrections or include additional requirements necessary for RRC's compliance with all federal and state laws, regulations, rules, policies, and best practices. RRC reserves the right to at any time reissue the RFP or issue another RFP for the goods and/or services described in this RFP.

3.1.13 LIMITATION ON AUTHORITY, NO OTHER OBLIGATIONS. Respondent/Vendor shall have no authority to act for or on behalf of the State of Texas and/or RRC except as expressly provided in the fully executed Contract. No other authority, power, or use is granted or implied. Vendor may not incur any debt, obligation, expenses, or liability of any kind on behalf of RRC or the State of Texas.

3.1.14 NO OTHER BENEFITS. Vendor has no exclusive rights or benefits other than those set forth within the Contract.

3.1.15 AMENDMENTS TO THE CONTRACT. The Contract may be amended only upon written agreement between RRC and Vendor; however, the Contract may not be amended in a manner that conflicts with the laws of the United States or of the State of Texas. Vendor agrees to amend the Contract and to cooperate in the execution of any contract amendments necessary to effectuate compliance with laws of the State of Texas when such laws require RRC to include additional language in the Contract. During the term of the Contract and any extensions or renewals thereof, RRC reserves the right to request amendments or modifications to the Contract when RRC determines such action to be in the best interests of the State of Texas and/or RRC and for compliance with all applicable state and federal laws, regulations, requirements, and guidelines. Except as otherwise provided in negotiated terms and conditions expressly identified and formalized in the Contract, the entire agreement between RRC and Vendor shall consist of the following documents: the Contract, amendments to the Contract, Purchase Orders, Work Orders and, Change Notices (if any), the RFP (including addenda, if any), and the Response.

3.1.16 ORDER OF PRECEDENCE; PROHIBITED EXCEPTIONS

3.1.16.1 ORDER OF PRECEDENCE. In event of conflict between the RFP and the Contract Documents, the following documents, in order of precedence, shall apply in resolving such conflicts:

- The Contract (including expressly identified, negotiated terms and conditions) and Amendments to the Contract, Purchase Orders, Work Orders and Change Notices (if any);
- The RFP and Addenda (if any); and
- Vendor's Response.

3.1.16.2 PROHIBITED EXCEPTIONS. Unless expressly accepted in writing by RRC, the following exceptions within any Respondent's Response shall be rejected:

- Incorporation of laws of a state other than Texas;
- Any requirements for prepayment;
- Any limitations on RRC's remedies;
- Any requirements that RRC indemnify the Respondent;
- Any requirements that Respondent's documents control in case of conflicts;
- Any requirements that Respondent's documents control even if Respondent accepts or acknowledges the Contract;

- Any requirements to reduce or eliminate required insurance coverages, types, endorsements and limits; and
- Any disclaimer of warranties.

3.1.17 STATEMENT OF SERVICES, PERFORMANCE. Vendor shall provide the requested services in the manner described in this RFP. In event of Vendor's failure to conform to all requirements of this RFP, consequences may include, but not be limited to, RRC's withholding of acceptance and payments under the Contract, RRC's cancellation of all or part of the Contract, RRC's revocation of any prior acceptance and Vendor's refund of amounts paid prior to revocation of acceptance.

3.1.18 TIME LIMITS ENFORCED. Time is of the essence in the performance of this Contract. Vendor shall strictly comply with all deadlines, requirements, and standards of performance for this Contract and any Work Order issued thereunder and in execution of the work. Vendor acknowledges and accepts all time limits will be strictly construed and rigidly enforced.

3.1.19 CHANGES AND CHANGED CONDITIONS.

3.1.19.1 RRC's Authorized Representative may, in writing, order changes in the work within the general scope of the Contract or Work Order issued thereunder.

3.1.19.2 In event Vendor identifies Changed Conditions on a project site, Vendor shall not further proceed with work until Vendor has submitted a written notice of Changed Conditions to RRC's Authorized Representative and received from RRC's Authorized Representative an authorization to continue with work.

3.1.19.3 If Changed Conditions increase or decrease the cost of, or time required for performing, the work, Vendor shall assert a claim in writing prior to the making of final request for payment under the Contract, and RRC may issue a written equitable adjustment by change order. However, no adjustment shall be made in favor of Vendor unless Vendor has timely submitted written notice of Change Conditions and written assertion of claim in conformance with the terms of the Contract. Notwithstanding the forgoing, in absence of a written notice of Changed Conditions having been timely submitted by Vendor, RRC in its sole discretion may waive the requirement therefore and approve Vendor's claim. In the event RRC and Vendor cannot agree upon an equitable adjustment, the dispute shall be decided pursuant to the dispute resolution process contained within the terms and conditions of the Contract.

3.1.19.4 It is recognized and agreed to by RRC and Vendor that information provided within the RFP, including specifications, attachments and addenda, if any, may not be complete or free from errors, omissions and imperfections, or that the information may require changes or supplementation in order for the work to be completed to the satisfaction of RRC. Accordingly, it is the express intention of RRC and Vendor, notwithstanding any other provisions in the Contract, that any errors, omissions or imperfections in such specifications, exhibits to the RFP, and addenda, if any, or any changes in or supplementation to same or to a Work Order issued by RRC and any resulting delays in the work or increases in Vendor's costs and expenses arising out of such errors, omissions or imperfections shall not constitute or give rise to any claim, demand or cause of action of any nature whatsoever in favor of Vendor, whether for breach of Contract or otherwise; provided, however, that RRC shall be liable to Vendor for the sum stated to be due Vendor in any change order approved and signed by both RRC and Vendor, it being agreed hereby that such sum, together with any extension of time contained within the approved change order, shall constitute full compensation to Vendor for all costs, expenses, and damages to Vendor as permitted under Texas Government Code Chapter 2260.

3.1.20 CONTRACT COMPLETION AND LIQUIDATED DAMAGES.

3.1.20.1 Performance Period. The performance period for work under a Work Order or Purchase Order arising under the Contract shall commence on the date stated within the NTP issued from RRC to the Vendor, and all work under the Work Order or Purchase Order shall be completed not later than specified within the Work Order or Purchase Order.

3.1.20.2 Liquidated Damages Value. RRC has determined that the completion of the work under a Work Order or Purchase Order arising under the Contract is critical to remove the threat of pollution in Texas and in order to meet RRC's mission. Vendor's failure to complete any work within the required time of a Work Order or Purchase Order will cause damage to RRC and operations related to well plugging efforts. Since exact damages are difficult to determine or forecast, *the sum of Two Hundred Dollars (\$200.00) per calendar day per incomplete Work Order* is hereby established by the Parties as a

reasonable estimate of just compensation to RRC for failure of Vendor to complete work specified by the date set forth in writing within the Work Order or Purchase Order or a written, authorized extension thereto. In event RRC deems liquidated damages are necessary and appropriate, the total sum of liquidated damages shall be deducted from the money due or to become due to Vendor, not as a penalty, but as liquidated damages and added expense including administrative and inspection costs for each and every calendar day the work or any portion thereof remains incomplete after the expiration of the performance period set forth within the NTP issued from RRC to Vendor or a written, authorized extension thereto.

3.1.20.3 Calculation of Liquidated Damages. Charges for liquidated damages will begin accumulating on the first calendar day following the final completion date set forth within the NTP issued from RRC to Vendor or a written, authorized extension thereto, and continue until the date of actual, final completion as established by RRC. Final completion of the Contract will not be issued until all required work under the Contract has been verified by RRC's Authorized Representative as complete.

3.1.21 ASSIGNMENTS AND SUBCONTRACTORS. Respondent/Vendor shall not assign its rights, or delegate the performance of Vendor's duties, under the Contract without prior written approval of RRC. Any attempted assignment in violation of this provision is void and without effect.

3.1.21.1 Vendor must submit to RRC's Authorized Representative any proposed subcontractor and shall receive from RRC's Authorized Representative, written approval of the subcontractor prior to Vendor authorizing subcontractor's performance of any work under the Contract.

3.1.21.2 Subcontractors providing service under the Contract shall meet the same requirements and level of experience as required of the Vendor.

3.1.21.3 No subcontract under the Contract shall relieve the Vendor of responsibility for delivery of work and services required under the Contract. If Vendor uses a subcontractor for any or all work required, the following conditions shall apply under the listed circumstances:

- Respondents planning to subcontract all or a portion of the work to be performed under this Contract shall identify each proposed subcontractor on the HSP form (see ***RFP ATTACHMENT 4 APPENDIX A Prime Contractor Progress Assessment Report (PAR)***);
- Subcontracting shall be at Vendor's expense;
- RRC retains the right to review any subcontractor's background and approve or reject the use of Vendor's proposed subcontractors;
- Vendor shall be the only Vendor for RRC for the Contract. Vendor shall manage Vendor's subcontractors, if any. Vendor shall provide contact information, including mobile phone number and email address, of Vendor's designated point of contact to which RRC and Vendor's subcontractors shall submit any inquiries.

3.1.22 PAYMENTS TO VENDOR. Vendor shall submit by email to RRC's designated point of contact all requests for payment. Payment requests shall be submitted upon Respondent's completion of and RRC's acceptance of work. When submitting request by email, Vendor shall include as attachments to the email Vendor's invoice, all additional documents required by Contract, and applicable to the payment request. Each Vendor's invoice shall reflect a single Contract and all and only services related thereto which have been delivered, inspected, tested, evaluated, and accepted by RRC within the Contract performance period concluding on the invoice date.

3.1.22.1 Compliance with Texas Government Code Chapter 2251 required. A Vendor awarded a Contract arising from this RFP, and all Vendor's subcontractors, if any, shall comply with all applicable provisions of Texas Government Code Chapter 2251 relating to prompt payment for goods and services under a contract issued by a state agency. Texas Government Code Chapter 2251 requires, in part, that a Vendor that receives payment from a state agency shall pay a subcontractor the appropriate share of the payment not later than the 10th day after the date the Vendor receives the payment; and, the Vendor's subcontractor who receives a payment from the Vendor shall pay a person who supplies goods or a service for which the payment is made, the appropriate share of the payment not later than the 10th day after the date the subcontractor receives the payment. Vendor's compliance with this provision shall be strictly enforced by RRC. RRC reserves the right to request evidence of Vendor's compliance, and evidence of Vendor's subcontractor's compliance with this condition of the Contract.

3.1.22.2 Progress Payments. Note: A Contract arising from this RFP shall require 0% retainage withheld on all progress payments, unless expressly required by supplemental terms and conditions within

a Work Order issued under the Contract. Payment requests under the Contract shall be based on work completed per deliverable or per month unless otherwise approved in writing by RRC. Upon Respondent's completion of work, and upon RRC's acceptance thereof, Vendor shall submit a properly prepared, itemized invoice accompanied by all additional documents required by Contract, as a Contract progress payment equal to **100%** of the value of the work invoiced as completed by Respondent and accepted by RRC. Subsequent to each invoice and Progress Payment, Vendor shall mail within three (3) business days the original, signed and notarized Vendor's Progress Payment Affidavit, if requested by the RRC designated Contract Manager (see **RFP ATTACHMENT 9 PROGRESS PAYMENT AFFIDAVIT**).

3.1.22.3 Final Payments. Upon Respondent's completion of all final, not previously invoiced, work, and upon RRC's acceptance thereof, Vendor shall submit a properly prepared invoice as Vendor's request for final payment under the Contract. Upon Vendor's submittal of a properly prepared, itemized invoice accompanied by all additional documents required by Contract, final payment may be made by RRC in accordance with Texas Government Code Chapter 2251. Vendor's final payment request shall reflect value for 100% of the value of work performed by Vendor and accepted by RRC, but not previously invoiced by Vendor, and shall include invoicing for all retainage, if any, previously withheld and not released under the Contract. Vendor's final payment invoice and additional documents required by the Contract shall be accompanied by a completed "Final Payment Affidavit" (see **RFP ATTACHMENT 10 CONTRACTOR'S CONSENT TO FINAL PAYMENT AFFIDAVIT**.)

3.1.22.4 INVOICE REQUIREMENTS.

Vendor's invoice must clearly reflect the following:

- RRC Contract Number, Work Order, and Purchase Order number (as applicable);
- RRC bill to information;
- Vendor name;
- Vendor address;
- Vendor remit payment to information;
- Texas Vendor Identification Number assigned by Texas Comptroller of Public Accounts;
- Invoice date;
- Invoice number (may not be duplicate invoice number from prior invoice submitted);
- Date(s) of delivery of services and/or goods;
- Invoice total;
- Invoices should be emailed to invoices@rrc.texas.gov and jesse.herrera@rrc.texas.gov; and
- Vendor's invoices submitted to and received by RRC, but which fail to conform to all invoice requirements stipulated within the Contract Documents will be returned to Vendor unpaid or will be held by RRC until all requirements for submittal of revised invoice and/or additional documents required by the Contract are satisfied.

3.1.22.5 AUTHORIZATION OF PAYMENT. Prior to authorizing payment to Vendor, RRC shall evaluate Vendor's performance in accordance with Contract requirements.

3.1.22.6 NON-REIMBURSABLE ITEMS. RRC will not reimburse for travel, meals, lodging, or other related expenses unless specifically provided for under the Contract and pre-approved in writing by both the RRC Authorized Representative and RRC Contract Manager assigned to the Contract. In such an event, costs will be invoiced to RRC based on actual expenses, and RRC shall not be liable for reimbursement of expenses that (i) were not preapproved in writing by RRC, or (ii) exceed the current State Travel Regulations. Vendors are required to provide receipts to validate invoicing. State Travel Reimbursement Rates may be found at: <https://fmx.cpa.texas.gov/fmx/travel/texttravel/rates/current.php>.

Vendors shall note: RRC shall not reimburse for travel, meals, lodging, or other related expenses that may be reasonably anticipated as part of the Contract or a Work Order issued thereunder. Vendors shall not be reimbursed for travel, meals, lodging, or other related expenses that are reasonable and ordinary in the course of delivery of well plugging and related services.

3.1.22.7 NO PREPAYMENTS. RRC will not prepay for any services provided to RRC by Vendor in performance of services or work under the Contract. RRC shall not make down payments, deposits, pay advances,

advance deposits, or any other payments that are not made specifically for properly documented completed services approved for payment by and satisfactorily provided to RRC.

- 3.1.22.8 REFUNDS.** Upon Vendor's discovery of any erroneous payment from RRC to Vendor of any funds, or upon receipt of written notice of erroneous payments issued by RRC, Vendor shall promptly refund or credit within thirty (30) calendar days any funds erroneously paid by RRC or which are not expressly authorized under the Contract.

3.1.23 RECORDS MAINTENANCE, RETENTION, AND AUDIT. Respondent shall maintain and retain all records relating to the performance of the Contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records shall be maintained and retained by Respondent for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

Respondent shall make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Respondent pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by Agency and the State of Texas.

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

3.1.24 INDEMNIFICATION.

- 3.1.24.1 ACTS OR OMISSIONS.** RESPONDENT/VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND RRC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, VENDORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT/VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT/VENDOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT/VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. VENDOR AND RRC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- 3.1.24.2 TEXAS/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE; INCLUDING INDEMNITY.** VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. RRC AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY.

VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS RRC, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND RRC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

3.1.25 INFRINGEMENT: PATENT, TRADEMARK, COPYRIGHT, AND OTHER INTELLECTUAL PROPERTY.

3.1.25.1 CLAIMS. RESPONDENT SHALL DEFEND, INDEMNIFY, SAVE, AND HOLD HARMLESS THE STATE OF TEXAS AND RRC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, VENDORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS, OR INFRINGEMENT OF ANY PATENT, TRADEMARK, SERVICEMARK, COPYRIGHT, TRADE SECRET, OR OTHER INTELLECTUAL, INTANGIBLE PROPERTY, PUBLICITY, OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF RESPONDENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) RRC'S AND/OR RESPONDENT'S USE OF OR ACQUISITION OF ANY SERVICES OR OTHER ITEMS PROVIDED TO RRC BY RESPONDENT OR OTHERWISE TO WHICH THE STATE OF TEXAS AND/OR RRC HAS ACCESS AS A RESULT OF RESPONDENT'S PERFORMANCE UNDER THIS CONTRACT. RESPONDENT AND RRC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. RESPONDENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, RESPONDENT WILL REIMBURSE AGENCY AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF AGENCY DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF RESPONDENT OR IF AGENCY IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, AGENCY WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND RESPONDENT WILL PAY ALL REASONABLE COSTS OF AGENCY'S COUNSEL.

3.1.25.2 NOTICE. If Vendor becomes aware of an actual or potential claim, or RRC provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against RRC, shall), at Vendor's sole option and expense; (i) procure for RRC the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that RRC's use is non-infringing.

3.1.25.3 LIMITATIONS. Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to RRC's specific instructions, (iv) any intellectual property right owned by or licensed to RRC, or (v) any use of the product or service by RRC that is not in conformity with the terms of any applicable license agreement.

3.1.26 PERSONAL INJURY, PROPERTY DAMAGE. Vendor shall be liable for any bodily injury or personal injury to any individual caused by any of Vendor's employees during any assignment under the terms of the Contract. In the event of loss, destruction, or damage to any State of Texas or RRC property by Vendor's employees, Vendor

shall indemnify the State of Texas and RRC and pay to the State of Texas and/or RRC the full cost of repair, reconstruction, or replacement at RRC's election. Vendor shall reimburse the State of Texas and/or RRC for such property damage within thirty (30) calendar days after Vendor's receipt of RRC's written notice of amount due. This provision survives the termination or expiration of the Contract.

3.1.27 INSURANCE REQUIREMENTS. Time is of the essence. Vendor shall submit to RRC a complete, current, certificate of insurance not later than ten (10) calendar days after RRC's issuance of written Notice of Intent to Award of a Contract. Vendor's certificate of insurance shall be fully compliant with all terms and conditions of the Contract. Vendor shall maintain required insurance coverages in accordance with the terms and conditions of the Contract throughout the entire Contract term (including warranty, if applicable.) Vendor shall not proceed with any work under the Contract without RRC's approval of certificate of insurance.

3.1.27.1 All required insurance coverage must issue from a company or companies that:

- Have both a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.; and
- Have a Financial Size Category Class of "VII" or better from A. M. Best Company, Inc.

3.1.27.2 All insurance policies for required coverage must be issued by companies authorized to do business in, and under the laws of, the State of Texas. Certificates of insurance shall be issued on a form approved by the Texas Department of Insurance and be satisfactory to RRC. Certificates of insurance shall specify and/or set forth the following:

- RRC as certificate holder with correct mailing address;
- Insured's name which must match Vendor's legal name on and within this Contract;
- Insurance company(ies) affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of the insurance company(ies);
- Producer of the certificate of insurance with correct address and phone number listed;
- Additional insured status as required herein;
- Amount of any deductibles and/or retentions;
- A 30-day Notice of Cancellation, non-renewal, or reduction in coverage;
- Contractual liability coverages as required herein;
- Primary and non-contributing endorsement. All insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to RRC, with RRC's insurance being excess, secondary, and non-contributing;
- Waiver of Subrogation endorsement; and
- Listing of all exclusions and limitations added by endorsement to general liability coverage; however, no endorsements shall restrict, limit, or exclude in any manner whatsoever, coverage required.

3.1.27.3 All certificates of insurance for required coverage other than workers' compensation and professional liability (as applicable) shall name the State of Texas, RRC, and its officers, directors, and employees as additional insured.

3.1.27.4 Respondent's Response shall include proof of minimum required insurance types and limits of coverage. Proof of insurance may be provided in the form of current certificates of insurance (e.g., an Acord™ form).

3.1.27.5 Minimum Contractually Required Insurance Types and Coverage:

Insurance Type	Each Occurrence/Aggregate Limits
<u>Workers' Compensation</u>	Within statutory limits/Texas Workers' Compensation Act.
<u>Employer's Liability</u>	\$1,000,000 Each Accident
Bodily Injury by Accident	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
<u>Commercial General Liability</u> Includes liability arising out of all locations and operations of Vendor, including but not limited to liability assumed under this Contract (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limits of liability.	<u>Bodily Injury and Property Damage</u> \$1,000,000 Each Occurrence/\$2,000,000 General Aggregate \$2,000,000 Product-Completed Operations Aggregate \$1,000,000 Personal Injury and Advertising Liability \$5,000 Medical Expense each person
<u>Automobile Liability</u> Must include liability arising out of <u>any auto</u> and be on business auto form.	\$1,000,000 Combined Single Limit (for each accident)
<u>Commercial Umbrella</u> <u>Excess Liability</u>	\$1,000,000 Each Occurrence/\$1,000,000 General Aggregate \$1,000,000 Each Occurrence/Person
<u>Vendor's Pollution Liability</u> Minimum completed operations period of 5 years	\$1,000,000 Each Occurrence/\$2,000,000 Aggregate

****At RRC sole discretion, higher limits may be required based on complexity of WO/Project****

3.1.27.6 Failure to Obtain, Maintain, or Renew Required Insurance. Failure to obtain, maintain, and/or renew the required insurance shall constitute a material breach of and default under this Contract. If Vendor fails to remedy such breach within five (5) business days after written notice by RRC, Vendor shall be liable for any and all costs, liabilities, damages and penalties resulting to the State of Texas and RRC from such breach, unless a written waiver of the specific insurance requirement(s) is provided to Vendor by RRC. In the event of any failure by Vendor to comply with the provisions of this Contract, RRC may, without in any way compromising or waiving any right or remedy at law or in equity, on written notice to Vendor, purchase such insurance, at Vendor's expense, provided that RRC shall have no obligation to do so and if RRC shall do so, Vendor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

3.1.28 TERMINATION AND CANCELLATION. The Contract may be terminated, canceled, or cancellation of services may occur, in whole or in part, in any one or more of the following circumstances:

3.1.28.1 TERMINATION OR CANCELLATION FOR CONVENIENCE.

- **Mutual Agreement.** Upon the mutual written agreement of RRC and Vendor, the Contract may be terminated or canceled.
- **RRC Cancellation upon Thirty (30) Days' Notice.** RRC may in its sole discretion terminate, cancel the Contract, or cancel specific services of the Contract with thirty (30) calendar days' written notice to Vendor.

3.1.28.2 TERMINATION OR CANCELLATION FOR CAUSE.

- **Breach of Material Term.** Either party may, upon giving thirty (30) calendar days' written notice identifying specifically the basis of such notice, terminate the Contract for breach of a material term or condition of the Contract, provided the breaching party must not have cured such breach within the thirty (30) calendar days' period. In the event of such termination, Vendor will be paid for all services accepted prior to the date of the termination. No additional charges or fees will be assessed to RRC for the termination or cancellation.
- **Vendor Nonperformance.** If Vendor defaults on the Contract after award has been made, RRC reserves the right to cancel the Contract without notice and either reissue the RFP or award the Contract to the next qualified, responsive and responsible Vendor offering the best value to the state as determined by RRC. In such event, the defaulting Vendor will not be considered for award for any Contract arising under the re-solicitation and may not be considered in future solicitations.

for the same type of work unless the specifications or scope of work differ substantially from the work and/or services under the Contract on which Vendor defaulted. The length of any period of suspension shall be determined by RRC based on the seriousness of the default. In the event of nonperformance default, Vendor shall remain liable for all covenants and indemnities under the Contract. Vendor shall be liable for all costs and expenses, including any attorneys' fees and court costs, incurred by RRC with respect to the enforcement of any remedies listed herein.

- **Bankruptcy.** Upon the filing of a petition for bankruptcy, or upon the judgment of bankruptcy or insolvency by or against Vendor, RRC may terminate the Contract for cause without notice. Such termination shall be effective upon the date of such filing or upon the date of judgment.
- **Availability of State Funds, Legislative Action, Necessity of Performance.** The Contract is subject to termination or cancellation, without penalty to RRC, either in whole or in part, subject to the availability of state funds.
- **Legal Remedies and Damages from Breach of Contract.** RRC expressly reserves all legal remedies to which it may be entitled to collect and all damages directly or indirectly resulting from breach of contract by Vendor or any of its agents, representatives, subcontractors, employees, or any other party acting on behalf of Vendor. RRC reserves the right to pursue all applicable rights and remedies if the Contract is terminated for any reason and RRC expressly waives no such rights or remedies.
- **Substitution of Services.** In the event of RRC's termination or cancellation of the Contract for cause, RRC may procure, upon such reasonable terms and in such manner as RRC deems appropriate, substitute services similar to services terminated or canceled. Vendor shall be liable to RRC for any excess or additional costs incurred by RRC in acquiring such services plus court costs and attorneys' fees. RRC's recovery of costs under this section is in addition to any other remedies available to RRC under the Contract and/or under applicable law.

3.1.28.3 MISCELLANEOUS TERMINATION PROVISIONS.

- **Recovery of Funds.** RRC reserves the right to recover reasonable costs, fees, expenses, and other amounts or damages available to RRC under the Contract or under applicable law, including, but not limited to, attorneys' fees and court costs, if termination or cancellation is at Vendor's request or if termination or cancellation is for cause. This right is in addition to any other remedies available to RRC under the Contract or under applicable law. RRC reserves the right to pursue all applicable rights and remedies if the Contract is terminated for any reason, and RRC expressly waives no such rights or remedies.
- **Notice of Termination or Cancellation Delivery.** Any termination by RRC of the Contract which requires written notice may be accomplished by RRC's delivery to Vendor of a notice of termination or cancellation specifying that the Contract is terminated or canceled.

3.1.29 FEDERAL, STATE, AND LOCAL REQUIREMENTS. Vendor shall demonstrate onsite compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Forms W-2 to common law employees. Vendor shall be solely responsible for both federal and state unemployment insurance coverage and standard Worker's Compensation Insurance coverage for Vendor's employees. Vendor shall comply with all federal and state employment tax laws and withholding requirements. The State of Texas shall not be liable to Vendor and Vendor's employees for any unemployment, workers' compensation, or federal or state tax withholding requirements. Vendor shall indemnify the State of Texas and RRC and shall pay all costs, penalties, or losses resulting from Vendor's omission or breach of this section.

3.1.30 INDEPENDENT VENDOR. Vendor shall serve as an independent Vendor in providing services under the Contract. Vendor's employees are not and shall not be construed as employees or agents of the State of Texas. Subject only to the terms of this Contract, Vendor shall have the sole right to supervise, manage, operate, control, and direct performance of its duties under this Contract. Nothing contained in the Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for RRC whatsoever with respect to the indebtedness, liabilities, and obligations of Vendor or any other party. Vendor shall be solely responsible for, and RRC shall have no obligation with respect to:

- Withholding of income taxes, FICA, or any other taxes or fees;
- Industrial worker's compensation insurance coverage;

- Participation in any group insurance plans available to employees of the State of Texas;
- Participation or contributions by State of Texas to the State Employees Retirement System;
- Accumulation of vacation or sick leave, or
- Unemployment compensation coverage provided by the state.

3.1.31 FORCE MAJEURE. Any delays in or failure of performance by either party, except in respect of the obligation of payments under the RFP or Contract, shall not constitute default hereunder if and to the extent such delays or failure of performance are caused by occurrence(s) beyond the reasonable control of the party affected, and which by the exercise of due diligence such party is unable to prevent, herein called "Force Majeure," including acts of God or the public enemy, sabotage, war, mobilization, revolution, civil unrest, riots, strikes, lockouts, fires, accidents breakdowns, floods, earthquakes, hurricanes or any other natural disaster or governmental actions. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligences to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, RRC may terminate the Contract immediately upon written notification to the Respondent.

3.1.32 LABOR ACTIVITY. Notwithstanding the foregoing paragraph, in the event any strike, boycott, picketing, work stoppage, slowdown, or other labor activity is directed against Vendor at RRC's facility and such labor activity results in the curtailment or discontinuation of services performed under the Contract, RRC shall have the right during said period to employ any means legally permissible to have the work performed.

3.1.33 DISPUTE RESOLUTION. Disputes arising under the Contract shall be resolved in accordance with the dispute resolution process provided in Texas Government Code Chapter 2260 and in accordance with 16 Texas Administrative Code Chapter 20, Subchapter A, Division 2. Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by RRC nor any other conduct of any representative of RRC relating to the Contract shall be considered a waiver of sovereign immunity to suit.

3.1.34 COMPLIANCE WITH OTHER LAWS. Respondent shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Contract to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Contract. RRC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the Contract to incorporate any modifications necessary for RRC's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

3.1.35 PERMITS, LICENSES, CERTIFICATIONS. Vendor shall obtain and maintain all permits, licenses, or other authorizations as may be required for performance of the work under the Contract. Upon request by RRC, Vendor shall furnish to RRC certified copies of required permits, licenses, or other required authorizations. Vendor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Vendor shall be responsible for payment of any such government obligations not paid by Vendor's subcontractors during performance of the Contract.

3.1.36 LEGAL NOTICES. Any legal notice required or permitted to be delivered under the RFP and/or Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to RRC or Respondent. Notice given in any other manner shall be deemed effective only when received by the party to be notified. Either party may change its address for notice by providing written notice to the other party in accordance with the terms and conditions herein.

3.1.37 GOVERNING LAW AND VENUE. The RFP and Contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law provisions. The venue of any suit brought under the RFP and/or Contract is fixed in any court of competent jurisdiction in Travis County, Texas unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the RRC. Vendor irrevocably waives any objection, including any objection to personal jurisdiction or proper venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the filing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **Nothing in this Section shall be construed as a waiver of sovereign immunity by RRC.**

3.1.38 NO WAIVER. Failure of either Party to require performance by another Party under the Contract will not affect the right of such Party to require performance in the future. No delay, failure, or waiver of either Party's exercise or partial exercise of any right or remedy under the contract shall operate to limit, impair, preclude, cancel,

waive or otherwise affect such right or remedy. A waiver by a Party of any breach of any term of the contract will not be construed as a waiver of any continuing or successive breach.

3.1.39 CONFIDENTIAL INFORMATION; PUBLIC INFORMATION ACT DISCLOSURES. Information, documentation, and other material in connection with this Solicitation or any resulting Contract may be subject to public disclosure pursuant to Texas Government Code Chapter 552 (the "Public Information Act"). In accordance with Texas Government Code §2252.907, Respondent is required to make any information created or exchanged with the State pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State. Specific forms acceptable to RRC include MS Word®, MS Excel®, and *.pdf files.

3.1.40 DISASTER RECOVERY PLAN. Upon request of RRC, Respondent shall provide to RRC the descriptions of Respondent's business continuity and disaster recovery plans.

3.1.41 PUBLIC DISCLOSURE. Respondent shall not use RRC's name, logo, or other likeness in any press release, marketing material, or other announcement without prior written approval of RRC. RRC does not, and shall not, endorse any Respondent, vendor, commodity, or service. Respondent shall not, and is not authorized to, make or participate in any media releases or public announcements pertaining to the Solicitation, a contract arising from this RFP, the Response, or the services to which they relate with RRC's prior written consent, and then only in accordance with explicit written instructions from RRC.

3.1.42 ENTIRE CONTRACT AND MODIFICATION. The Contract and its integrated attachment(s) constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Unless an integrated attachment to the RFP and Contract expressly states a mutual intent to amend a specific article, section, item, term, or condition of the RFP and/or Contract, general conflicts in language between any attachment and the RFP and Contract shall be construed in favor of the terms and conditions of the RFP and Contract. Unless expressly authorized by the terms of this Contract, no modification, renewal, extension, or amendment to the RFP and Contract shall be binding upon the parties unless the same is in writing and signed by all Parties through an authorized representative of each Party with authority to bind the Party to the Contract.

3.1.43 SEVERABILITY. If any provision contained in this RFP and the Contract is held to be unenforceable by a court of law or equity, the RFP and Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

3.1.44 COUNTERPARTS. The Contract issued pursuant to this RFP may be executed in any number of counterparts, each of which shall be an original, and each such counterpart shall together constitute but one and the same agreement.

3.1.45 RESPONDENT'S STATEMENTS AND COVENANTS REQUIRED. Respondents must sign and return the *Respondent's Statements and Covenants* form (see **RFP ATTACHMENT 2**) which shall be part of Respondent's Response and shall be fully incorporated by reference and constitute part of the Contract if awarded to Respondent. Failure to include a signed *Respondent's Statements and Covenants* form shall result in a Response being deemed nonresponsive and ineligible for Contract award.

3.2 SUPPLEMENTAL TERMS AND CONDITIONS APPLICABLE TO RFP No. 455-22-1021B.

3.2.1 Federal Funds. Work Orders issued under a Contract arising from this RFP may be funded with federal dollars, including grant dollars. Respondents shall note the following:

3.2.1.1 Federal Forms. A Work Order issued under a Contract arising from this RFP may, but not shall, be funded with federal dollars, including but not limited to grant dollars. A Work Order funded with federal dollars shall require, as applicable, completion of required federal forms and compliance with federal statutes, rules, and regulations.

3.2.1.2 Flow down terms and conditions. Work Orders issued under a contract arising from this RFP may, but not shall, be funded by grant dollars received by RRC from agreements between RRC and the U.S. government. Such agreements shall have certain applicable federally funded contract provisions ("Flow Down Terms and Conditions") that will be required to be made part of any agreement, Work Order, or Purchase Order issued by RRC for work funded using federal dollars. By submitting a response to this RFP, Respondent acknowledges understanding that in order to receive a Work Order funded by federal dollars, Respondent shall be provided opportunity to review any applicable agreement and any applicable Flow Down Terms and Conditions prior to negotiation of the Work Order and, if accepting

of the applicable Flow Down Terms and Conditions, Vendor shall fully comply with the requirements thereof.

3.2.3 Electrical Items. All electrical items (if required under a Work Order) shall meet all applicable OSHA standards and regulations and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers' Association (NEMA).

3.2.4 Prohibited Use of State Property. Respondent is prohibited from using State Property for any purpose other than performing well plugging and related services authorized under the Contract. State Property includes, but is not limited to, RRC's office space, identification badges, RRC information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any RRC issued software, and the RRC Virtual Private Network (VPN client)), and any other resources of RRC.

3.2.5 Vendor's Identification of Key Personnel. Upon request of RRC and prior to start of any work related to such request, Vendor shall provide to the requesting RRC Authorized Representative a list of Vendor's personnel, including subcontractors, who shall be assigned to a project management, site management, and/or operations management role and/or such other assignments to critical activities ("Key Personnel Roles"). Vendor's list shall include, at a minimum, identification of Vendor's senior staff within the following types of roles: Project Manager, Site Manager, Operations Manager.

3.2.5.1 Upon receipt of written approval of Vendor's list under this article, Vendor shall not reassign, transfer, or delegate any Key Personnel Roles, responsibilities, tasks or duties under the Work Order without prior written approval of the RRC Authorized Representative.

3.2.5.2 Vendor solely shall be responsible for ensuring, throughout Contract Term, that Vendor's personnel, including subcontractors, that are assigned to a Key Personnel Role, shall meet all minimum qualifications, certifications, licenses, and experience required by the Solicitation and Contract Documents and federal, state, and local laws, rules, regulations, and ordinances.

3.2.5.3 In event Vendor receives written approval from RRC to replace any personnel assigned a Key Personnel Role, Vendor shall ensure replacement of the personnel shall be with a qualified individual with equal or better qualifications of the previously approved Vendor personnel and at no additional cost to RRC.

3.2.6 Enhanced Contract Monitoring. RRC has determined any contract resulting from this RFP may require enhanced monitoring for performance and compliance with the Contract terms and conditions. Vendor receiving a Contract award resulting from this RFP shall be subject to applicable performance evaluation standards described within **RFP ATTACHMENT 6 PERFORMANCE EVALUATION STANDARDS**.

ATTACHMENTS

Attachment 1	Statement of Services
Attachment 2	Respondent's Statements and Covenants
Attachment 3	Respondent's Qualifications Statement Form
Attachment 4	HUB Subcontracting Plan & Prime Contractor Progress Assessment Report
Attachment 5	Sample RRC Contract
Attachment 6	Performance Evaluation Standards
Attachment 7	Federal Flow-Down Provisions & Required Forms
Attachment 8	Performance Bond
Attachment 9	Progress Payment Affidavit
Attachment 10	Contractor's Consent to Final Payment Affidavit
Attachment 11	Surety's Consent to Final Payment

STATEMENT OF SERVICES

1. STATEMENT OF SERVICES

1.1 General Plugging Requirements.

All work under the Contract shall be done so in accordance with all applicable federal, state, and local laws, rules, regulations, codes, and policies, including RRC Statewide Rules. Specifications related to work under the Contract include, but may not be limited to, the following:

1.1.1 All cement for plugging shall be an approved API oil well cement without volume extenders and shall be mixed in accordance with API standards.

1.1.2 A 10-foot cement plug shall be placed in the top of the well, and casing shall be cut off three feet below Mud-line/River bottom.

1.2 Work Schedule.

1.2.1 TIME IS OF THE ESSENCE AND IS AN ESSENTIAL ELEMENT OF THE WORKORDER. Within five (5) calendar days of Contractor's receipt of RRC's written Notice to Proceed, Contractor shall mobilize all necessary equipment, materials and personnel to one or more well sites in accordance with the Work Plan and applicable to work under the Contract, submitted by Contractor and approved by RRC ("Work Plan"). Contractor shall prosecute all work with sufficient diligence to ensure completion of all work under the Contract in accordance with the schedule within the Work Plan.

1.2.2 If in opinion of the RRC Authorized Representative, the Contractor falls behind on the Work Plan, the Contractor shall take steps necessary to improve progress, including those that may be required by the RRC Authorized Representative, without additional cost to RRC. In such circumstance, the RRC Authorized Representative may require Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of mobilized equipment, materials and personnel, and to submit for approval any supplementary schedule or schedules in a chart form as the RRC Authorized Representative deems necessary to demonstrate how the approved rate of progress will be regained.

1.2.3 Failure of Contractor to comply with requirements of the RRC Authorized Representative under this section may result in Contractor performance being deemed unsatisfactory and/or insufficient to ensure plugging of a well or completion of the work under the Contract within the time specified in the Contract. In such an event, RRC may terminate Contractor's right to proceed with the work, or any separable part of the work, in accordance with default terms of the Contract.

1.2.4 Contractor shall diligently conduct work during daylight hours, daily, Monday through Friday, weather permitting. Any alterations to the work schedule shall be submitted by Contractor to RRC and must be approved in writing by RRC's Authorized Representative prior Contractor's change in the work schedule. At RRC's discretion, Saturdays and Sundays may be considered working days.

1.2.5 Contractor shall not perform any work without authorization of RRC's onsite representative. Any work performed by Contractor without prior written authorization from RRC's Authorized Representative and without presence of an RRC onsite representative shall be deemed undertaken and performed at Contractor's risk of rejection of work and/or subject to Contractor's sole responsibility for all costs associated with work necessary to repair or improve work rejected by RRC.

1.2.6 Contractor shall prepare and give a daily work report to RRC's onsite representative at the end of each workday or prior to start of the subsequent workday.

1.2.6.1 Failure to provide daily reports may result in termination of the workorder.

1.2.6.2 The daily work report shall be in a format designated by RRC's Authorized Representative and shall include, but is not limited to, the following information:

- a. A brief description of the well plugging activities performed for the day;
- b. The cost associated with activities and a total daily cost;
- c. The name of any subcontractors used that day;
- d. The type and volume of all waste removed from the site for the day and the name(s) of the disposal or recycling facility(ies) for the day;
- e. Service provider name and RRC permit number of waste hauler used that day.

1.3 Vendor Responsibilities.

Contractor shall be solely responsible for performance of all work required under the workorder, including but not limited to the following tasks. Contractor shall:

STATEMENT OF SERVICES

- 1.3.1** Determine and provide all labor, materials, equipment, tools, incidentals and services necessary to access the well locations, properly plug the wells, and restore disturbed areas in accordance with all terms, conditions, and specifications of the Contract.
- 1.3.2** Complete work on the wells in accordance with procedures approved by the RRC and in accordance with applicable RRC Statewide Rules.
- 1.3.3** Obtain written approval of the RRC Authorized Representative prior to making or commencing with any changes to an approved Work Plan.
- 1.3.4** Schedule and manage resources to ensure safe and efficient operations.
- 1.3.5** Maintain a safe work environment and compliance with all applicable safety laws, rules, policies, and standards including but not limited to those put forth by the US Department of Labor Occupational Safety and Health Administration. Contractor shall also ensure that all personnel observe prudent safety practices, including but not limited to the use of steel toe boots, hard hats, eye protection, and other accepted industry standards. Contractor will have all necessary permitting, regulatory approval, professional and occupational licensing, and engineering documents for necessary work.
- 1.3.6** Provide daily work reports to RRC Authorized Representative, summarizing plugging operations, daily and cumulative costs for each well.
- 1.3.7** Within the proposal, the Contractor is required to submit a proposed Schedule and detailed Work Plan applicable to the requirements of this RFP. Respondent's Schedule and detailed Work Plan shall include, at a minimum, the following: Schedule shall provide an overall timeline for the first well, to the last well, with key start dates and end dates, to include phased mobilization and demobilization deployments and assumptions. Work Plan shall detail procedure on how the Respondent shall access the site, mobilize equipment, personnel, subcontracted services, and specific procedures to ensure the well(s) is safe to begin operations on, remove casing, set 10' cement plug and demobilize equipment, personnel, subcontracted services to complete the Respondent Work Plan objectives. Schedule and detail Work Plan shall be provided in Executive Summary Tab B.
 - 1.3.7.1** The contractor shall use *Appendix B: Specifications and Rate Submission Sheets* to communicate the breakdown of the costs associated with each turnkey cost per well.
 - 1.3.7.2** If a cofferdam is in the proposal; Contractor shall submit all relevant supporting documentation such as engineering design, soil sample data, etc.
- 1.3.8** The detailed Work Plan supplied by the Contractor shall contain all the services that are in the turnkey cost.
 - 1.3.8.1** Off turnkey time. When conditions (unforeseen weather, wellbore conditions, assumptions incorrect, etc.) necessitate a deviation from the prescribed Work Plan. Charges will convert to a "time and materials" system; until operations have returned to the prescribed Work Plan.
 - 1.3.8.2** RRC will only authorize "Off Turnkey" rates submitted in *Appendix B: Specifications and Rate Submission Sheets* due to unforeseen circumstances outside of Contractor's reasonable knowledge or control. Off Turnkey charges shall not be incurred due to Contractor's poor planning, inferior workmanship, or negligence.
 - 1.3.8.3** If a service outlined in the Work Plan is not performed for any reason, a corresponding credit based on the value submitted in *Appendix B: Specifications and Rate Submission Sheets* will be applied to the final invoice for the respective well.
- 1.3.9** After completion of work, contractor shall provide to the RRC Authorized Representative (Houston District office) a completed and signed Form W-3, Plugging Record for each well plugged.

2. SITE CONDITIONS; LOGISTICS

ENVIRONMENTAL PRESERVATION AND MITIGATION REQUIREMENTS ARE APPLICABLE DURING PERFORMANCE OF ANY AND ALL WORK UNDER THE WORKORDER. To ensure achievement of all project goals and objectives Contractor shall execute all work in a manner that maintains or improves site conditions associated with any work-related activity. Contractor shall note the following:

- 2.1.1** Ingress/Egress/Well Site Access. Location of the wells are in remote sections of the Neches River. There are multiple boat ramps and a partially built road (See map found within Appendix D). Contractor is encouraged to find alternative routes and shall minimize through traffic and environmental impact from use of motorized vehicles and equipment. Contractor shall consider:
 - 2.1.1.1** Contractor shall use and shall include within Contractor's Work Plan all costs associated with, the most effective ingress and egress approach (airboats, barge, road construction, strategies for retaining heavy

STATEMENT OF SERVICES

equipment onsite etc.) to minimize disturbance and damage to all areas, during Contractor's ingress and egress activities.

2.1.1.2 Contractor shall be responsible for restoration of any areas disturbed by Contractor's performance of work under the workorder.

2.2 Contractors shall perform work during work hours of 7 AM to 5 PM. Evening hours could be extended on a case-by-case basis if necessary to complete a task. ***Contractor may stage equipment at the worksite and leave equipment overnight.***

2.3 No Onsite Salvage. There shall be no onsite disposal or storage of trash, debris, or salvaged material resulting from well plugging and related services under the Workorder. Contractor must dispose of and/or store all trash, debris, and salvaged materials offsite (not within Big Thicket National Preserve).

2.4 Mitigation Requirements. Contractor shall comply with all specifications, terms and conditions within *Appendix C: Required Environmental Preservation and Mitigation Measures*.

2.5 Communication. Contractor shall expect restricted services for all telecommunications, including cellular phone and internet access at well sites. Contractor should anticipate satellite phones may be necessary for performance of work while on the Neches River; Contractor shall be solely responsible for all costs associated with alternative telecommunications that may be necessary for Contractor to maintain communications with Contractor's, RRC's, and NPS staff during performance of work on the Neches River.

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APPENDIX A: SUBJECT WELLS, ASSUMPTIONS, AND OBJECTIVES

Table 1. Well List

Plug Code	Lease Name	Lease Number	Well Number	API Number	Latitude	Longitude
282881	Morris, Elisha, Fee	05778	#1	241 80053	30.509646	-94.081628
282901	State Lease No. M-49802	05928	#1U	199 03194	30.509329	-94.081657
282901	State Lease No. M-49802	05928	#3	199 03196	30.506637	-94.082861
282921	E. C. Taliaferro	N/A	#1	Dry Hole	30.11137	-94.07328

I. MORRIS, ELISHA, FEE Well #1 – API:241 80053

Assumptions:

- Water at well is +/- 10-feet deep.
- Welded plate on top of well.
- Casing is about 12-feet above water.
- Top plug is located from top of casing to 13'.
- 640' of 5 ½" casing previously removed
- Conductor casing (16") is present

Contractor objectives:

- Step 1: Mobilize all necessary equipment/personnel, subcontracted services and materials to well.
- Step 2: Confirm at a depth deeper than 13' (below the top plug), there is no pressure.
- Step 3: Cut casing at previously confirmed depth of 13' or greater.
- Step 4: Confirm open ended casing is exposed.
- Step 5: Set 10' cement plug with TOC being at approximately 3' below mudline.
- Step 6: Cut and remove casing at 3' below mudline.
- Step 7: Demobilize and restore any disturbances to the riverbed or surrounding areas to its pre-work state.

II. State Lease No. M-49802 #1U – API:199 03194

Assumptions:

- Water at well is +/- 3-feet deep.
- Conductor casing surrounding well (16-inch), unable to see surface and production casing.
- Casing is about 12-feet above water.
- Top plug is located from 4' to 32'.
- Cement seen at top of well, possibly inside the surface casing.
- Cofferdam may be necessary.

Contractor Objectives:

- Step 1: Mobilize all necessary equipment/personnel, subcontracted services and materials to well.
- Step 2: Confirm cement is present 3' below mudline and no pressure exists.
- Step 3: Cut and remove casing at 3' below mudline.
- Step 4: Demobilize and restore any disturbances to the riverbed or surrounding areas to its pre-work state.

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III. State Lease No. M-49802 #3 – API: 199 03196

Assumptions:

- Conductor casing surrounding well (16-inch), unable to see surface and production casing.
- Welded plate on top.
- Roughly 3-feet grade from shoreline, and 24-feet from shoreline.
- Top plug is located from 14' to 4'.
- Casing is about 3 feet above surface.

Contractor Objectives:

- Step 1: Mobilize all necessary equipment/personnel, subcontracted services and materials to well.
- Step 2: Excavate around the well at least 15' below ground level.
- Step 3: Confirm at a depth of 14, from top of casing (below top plug), there is no pressure on the well.
- Step 4: Set 10' cement plug with TOC being at approximately 15' below ground level.
- Step 5: Cut and remove casing at 15' below ground level.
- Step 6: Demobilize and restore any disturbances to the riverbed or surrounding areas to its pre-work state.

IV. E. C. Taliaferro #1 – API: 199 03196

Assumptions:

- Water at well is +/- 18-feet deep.
- Well appears to be open ended
- Top cement plug at 1950'.
- Top of casing is submerged roughly 1' underwater.

Contractor Objectives:

- Step 1: Mobilize all necessary equipment/personnel, subcontracted services and materials to well.
- Step 2: Confirm well is open ended down to 15 feet below the mudline.
- Step 3: Set 10' cement plug with TOC being at approximately 3' below mudline.
- Step 4: Cut and remove casing at 3' below mudline.
- Step 5: Demobilize and restore any disturbances to the riverbed or surrounding areas to its pre-work state.

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APPENDIX B: SPECIFICATIONS AND RATE SUBMISSION SHEETS

I. SPECIFICATIONS: EQUIPMENT, MATERIALS, SERVICES

NOTE: The specifications below are generalized to help respondents establish a framework for their equipment and services. A Respondent can define their equipment differently as necessary. For items such as the personnel boat and barge, multiple rates are acceptable to differentiate equipment. Please attach a detailed description of how the specifications will be defined. Please Note: Contractor may stage equipment at the worksite and leave equipment overnight.

1. **REMEDICATION EQUIPMENT RATE:** This is an hourly rate for casing remediation equipment to perform work associated with the removal of casing to a desired depth of 3' below river bottom. Unit is to be equipped as follows:
 - Working depth of 40' or greater, in order to remove desired casing(s) of at least 3' below river bottom and to place a 10' surface/top plug.
 - All necessary handling tools in order to remove 16", 10 3/4", 9 5/8", 7", and 5 1/2" casing and handling tools in order to place a 10' cement top/surface plug.
 - 40' of work string for cement placement
 - Cementing Unit
 - Crane with crane operator
 - Three (3) man crew plus supervisor
2. **CEMENT:** This is a per-sack rate for a standard ninety-four-pound (94#) sack and includes all costs associated with the transportation of the cement to and from the well location, the water for mixing the cement, and blending the cement as required. Return transportation and handling charges for excess cement will not be allowed.
3. **CALCIUM CHLORIDE:** This is a per-sack rate for a standard eighty-pound (80#) sack and includes all costs associated with the transportation of the calcium chloride to and from the well. Return transportation and handling charges for excess calcium chloride will not be allowed.
4. **FRESH WATER:** This is a per-barrel rate for freshwater and does not include water to mix or blend cement. This charge does not include transportation charges.
5. **WELDER:** This is an hourly rate for a welder to weld or to torch-cut miscellaneous items at the wellsite. The hourly rate must include all applicable charges, including mileage, fuel and insurance surcharges.
6. **BACKHOE:** This is an hourly rate for backhoe services. The hourly rate must include all applicable charges, including mileage, fuel and insurance surcharges.
7. **CASING CUTS:** This is a per-cut rate and includes transportation and set-up charges over the well and a successful cut of the casing of different sizes, as indicated on the submission sheet. Unsuccessful casing cut charges due to but not limited to failed runs and/or equipment failures will not be allowed. Common cutters include but are not limited to the following: diamond wire, guillotine saws, abrasive cutters, mechanical cutters (power shear, rotary, wire cutter), and oxy-arc torch (diver cutting).
8. **PACKER:** This is a daily rate for packer (AD-1 type) services of different sizes, as specified on the submission sheet. This charge includes all costs associated with the transportation of the packer to and from the well location and any return redressing, environmental, disposal or associated surcharges. Only one (1) packer charge will be allowed, per packer size, per well.
9. **PERSONNEL/CREW BOAT:** This is an hourly rate for the use of a personnel/crew boat for various purposes during the remediation process, as necessary. The hourly rate must include all applicable charges, including mileage, fuel, captain, and insurance surcharges.

10. **BARGE:** This is a daily rate charge for the use of a barge for various purposes during the remediation process, as

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necessary. The daily rate charge must include all applicable charges, including fuel, insurance surcharges.

11. **TUGBOAT:** This is a per movement charge for the use of a tugboat for various purposes during the remediation process, as necessary. The per movement charge must include all applicable charges, including mileage, fuel, captain, and insurance surcharges.
12. **CRANE:** This is an hourly rate for the use of a crane for various purposes during the remediation process, as necessary. The hourly rate must include all applicable charges, including fuel, crane operator, and insurance surcharges.
13. **PILE DRIVING EQUIPMENT:** This is an hourly rate for the use of pile driving equipment for various purposes during the cofferdam process, as necessary. The hourly rate must include all applicable charges including fuel and insurance surcharges.
14. **SUCTION/DISCHARGE PUMP:** This is a daily rate charge for the use of a suction/discharge pump for various purposes during the remediation process, as necessary. The daily rate charge must include all applicable charges, including fuel, hoses, environmental service charges, and insurance surcharges. The suction pump must be able to remove fluids that may be below the location of the suction pump i.e., removing fluids from a cofferdam with a suction/discharge pump with self-priming capabilities or with vacuum-assisted priming system.
15. **EXCAVATION EQUIPMENT:** This is an hourly rate for the use of excavation equipment for various purposes during the cofferdam process, as necessary. The hourly rate must include all applicable charges including fuel and insurance surcharges.
16. **FIELD SUPERVISOR/ENGINEER** – This is an hourly rate for the use of a field supervisor/engineer separate from the field crew during the remediation process, as necessary.

II. TURNKEY RATE SUBMISSION SHEETS

Respondent shall provide total Turnkey cost and a breakdown of those costs for each of the four subject wells. Turnkey rates must include all costs associated with the work as specified in the individual procedure for each well (See *Appendix A: Subject Wells, Assumptions and Objectives*). Turnkey rates shall include all costs (movement, wellhead work, aquatic equipment etc.) associated with plugging the wells as specified in the specific plugging requirements for each well included in the Work Order. Turnkey rates will be billed by individual well. If additional time, materials, or equipment are required as a result of wellbore conditions, charges for these services will be proposed by Contractor for RRC review and authorized written approval to proceed, based on the cost for the individual items in the agreed upon Off-Turnkey Rate Submission Sheet.

Additional Notes on Turnkey Rate Sheets:

- Movement charge shall include all costs related to the movement of the equipment to and from the location and remain on standby at the well location until used.
- If additional lines are needed for equipment, materials, or services, Respondent may append those in a separate sheet returned with your response.
- Prices indicated below are not accepted and binding until approved by RRC and a written Notice to Proceed has been issued.
- Modification or amendment to Turnkey rates: Agreed upon pricing shall be final unless RRC and Contractor agree to modify or amend rate(s) or cost(s) based on unforeseen circumstances. The RRC and Contractor shall review, agree and modify or amend rate(s) or cost(s) prior to any additional work being performed by Contractor. Contractor shall not proceed therewith except ONLY after Contractor's receipt of RRC's authorized written acceptance of the additional services proposed.

**STATEMENT OF SERVICES
TURNKEY COST BREAKDOWN SHEET
MORRIS, ELISHA, FEE Well #1 – API:241 80053**

Item No.	Description	Total Price
1.	REMEDICATION EQUIPMENT UNIT	\$
2.	MOVEMENT CHARGE	\$
3.	CEMENT	\$
4.	FRESH WATER	\$
5.	WELDER	\$
6.	BACKHOE	\$
7.	CASING CUT	
7.1	5-1/2" CUT	\$
7.2	7" CUT	\$
7.3	9-5/8" CUT	\$
7.4	10-3/4" CUT	\$
7.5	16" CUT	\$
8.	PACKER RENTAL	
8.1	5-1/2" PKR	\$
8.2	7" PKR	\$
8.3	9-5/8" PKR	\$
8.4	10-3/4" PKR	\$
8.5	16" PKR	\$
	AQUATIC EQUIPMENT	
9.	PERSONNEL BOAT #1	\$
9.	PERSONNEL BOAT #2	\$
9.	PERSONNEL BOAT #3	\$
10.	BARGE #1	\$
10.	BARGE #2	\$
10.	BARGE #3	\$
11.	TUGBOAT	\$
	COFFERDAM	
12.	CRANE	\$
13.	PILE DRIVING EQUIPMENT	\$
14.	SUCTION PUMP	\$
15.	EXCAVATION EQUIPMENT	\$
16.	ON-SITE FIELD SUPERVISOR/ENGINEER	\$
	ADDITIONAL SERVICES	\$
17.		\$
18.		\$
19.		\$
20.		\$
21.		\$
	TOTAL COST	\$

**STATEMENT OF SERVICES
TURNKEY COST BREAKDOWN SHEET
STATE LEASE No. M-49802 #1U – API:199 03194**

Item No.	Description	Total Price
1.	REMEDICATION EQUIPMENT UNIT	\$
2.	MOVEMENT CHARGE	\$
3.	CEMENT	\$
4.	FRESH WATER	\$
5.	WELDER	\$
6.	BACKHOE	\$
7.	CASING CUT	
7.1	5-1/2" CUT	\$
7.2	7" CUT	\$
7.3	9-5/8" CUT	\$
7.4	10-3/4" CUT	\$
7.5	16" CUT	\$
8.	PACKER RENTAL	
8.1	5-1/2" PKR	\$
8.2	7" PKR	\$
8.3	9-5/8" PKR	\$
8.4	10-3/4" PKR	\$
8.5	16" PKR	\$
	AQUATIC EQUIPMENT	
9.1	PERSONNEL BOAT #1	\$
9.2	PERSONNEL BOAT #2	\$
9.3	PERSONNEL BOAT #3	\$
10.1	BARGE #1	\$
10.2	BARGE #2	\$
10.3	BARGE #3	\$
11.	TUGBOAT	\$
	COFFERDAM	
12.	CRANE	\$
13.	PILE DRIVING EQUIPMENT	\$
14.	SUCTION PUMP	\$
15.	EXCAVATION EQUIPMENT	\$
16.	ON-SITE FIELD SUPERVISOR/ENGINEER	\$
	ADDITIONAL SERVICES	\$
17.		\$
18.		\$
19.		\$
20.		\$
21.		\$
	TOTAL COST	\$

**STATEMENT OF SERVICES
TURNKEY COST BREAKDOWN SHEET
STATE LEASE No. M-49802 #3 – API: 199 03196**

Item No.	Description	Total Price
1.	REMEDICATION EQUIPMENT UNIT	\$
2.	MOVEMENT CHARGE	\$
3.	CEMENT	\$
4.	FRESH WATER	\$
5.	WELDER	\$
6.	BACKHOE	\$
7.	CASING CUT	
7.1	5-1/2" CUT	\$
7.2	7" CUT	\$
7.3	9-5/8" CUT	\$
7.4	10-3/4" CUT	\$
7.5	16" CUT	\$
8.	PACKER RENTAL	
8.1	5-1/2" PKR	\$
8.2	7" PKR	\$
8.3	9-5/8" PKR	\$
8.4	10-3/4" PKR	\$
8.5	16" PKR	\$
	AQUATIC EQUIPMENT	
9.1	PERSONNEL BOAT #1	\$
9.2	PERSONNEL BOAT #2	\$
9.3	PERSONNEL BOAT #3	\$
10.1	BARGE #1	\$
10.2	BARGE #2	\$
10.3	BARGE #3	\$
11.	TUGBOAT	\$
	COFFERDAM	
12.	CRANE	\$
13.	PILE DRIVING EQUIPMENT	\$
14.	SUCTION PUMP	\$
15.	EXCAVATION EQUIPMENT	\$
16.	ON-SITE FIELD SUPERVISOR/ENGINEER	\$
	ADDITIONAL SERVICES	
17.		\$
18.		\$
19.		\$
20.		\$
21.		\$
	TOTAL COST	\$

**STATEMENT OF SERVICES
TURNKEY COST BREAKDOWN SHEET
E. C. TALIAFERRO #1 – API: 199 03196**

Item No.	Description	Total Price
1.	REMEDICATION EQUIPMENT UNIT	\$
2.	MOVEMENT CHARGE	\$
3.	CEMENT	\$
4.	FRESH WATER	\$
5.	WELDER	\$
6.	BACKHOE	\$
7.	CASING CUT	
7.1	5-1/2" CUT	\$
7.2	7" CUT	\$
7.3	9-5/8" CUT	\$
7.4	10-3/4" CUT	\$
7.5	16" CUT	\$
8.	PACKER RENTAL	
8.1	5-1/2" PKR	\$
8.2	7" PKR	\$
8.3	9-5/8" PKR	\$
8.4	10-3/4" PKR	\$
8.5	16" PKR	\$
	AQUATIC EQUIPMENT	
9.1	PERSONNEL BOAT #1	\$
9.2	PERSONNEL BOAT #2	\$
9.3	PERSONNEL BOAT #3	\$
10.1	BARGE #1	\$
10.2	BARGE #2	\$
10.3	BARGE #3	\$
11.	TUGBOAT	\$
	COFFERDAM	
12.	CRANE	\$
13.	PILE DRIVING EQUIPMENT	\$
14.	SUCTION PUMP	\$
15.	EXCAVATION EQUIPMENT	\$
16.	ON-SITE FIELD SUPERVISOR/ENGINEER	\$
	ADDITIONAL SERVICES	
17.		\$
18.		\$
19.		\$
20.		\$
21.		\$
	TOTAL COST	\$

STATEMENT OF SERVICES

I represent and warrant that I am duly authorized to bind the company to the submitted pricing by my signature below.

Company Name

Authorized Signature

Date

III. OFF-TURNKEY RATE SUBMISSION SHEET

Respondent shall submit baseline rates applicable to all project sites. Rates shall be effective should job activities deviate materially from the proposed Work Plan (i.e., “Off-Turnkey”). Modification or amendment to agreed upon pricing shall be final unless RRC and Contractor agree to modify or amend rate(s) or cost(s) based on unforeseen circumstances. The RRC and Contractor shall review, mutually agree, and modify or amend rate(s) or cost(s) prior to any additional work being performed by Contractor. Contractor shall not proceed therewith except ONLY after Contractor’s receipt of RRC’s authorized written acceptance of the additional services proposed.

NOTE: If additional services were identified on the turnkey cost breakdown sheet, rates shall also be added to the Off-Turnkey rate sheet in the “Additional Services” section below.

Item No.	Description	Unit Price
1.	REMEDIATION EQUIPMENT UNIT	\$ /hr
2.	CEMENT	\$ /sk
3.	CALCIUM CHLORIDE	\$ /sk
4.	FRESH WATER	\$ /bbl
5.	WELDER	\$ /hr
6.	BACKHOE	\$ /hr
7.	CASING CUT	
7.1	5-1/2” CUT	\$ /ea
7.2	7” CUT	\$ /ea
7.3	9-5/8” CUT	\$ /ea
7.4	10-3/4” CUT	\$ /ea
7.5	16” CUT	\$ /ea
8.	PACKER RENTAL	
8.1	5-1/2” PKR	\$ /ea
8.2	7” PKR	\$ /ea
8.3	9-5/8” PKR	\$ /ea
8.4	10-3/4” PKR	\$ /ea
8.5	16” PKR	\$ /ea
	AQUATIC EQUIPMENT	
9.1	PERSONNEL BOAT #1	\$ /hr
9.2	PERSONNEL BOAT #2	\$ /hr
9.3	PERSONNEL BOAT #3	\$ /hr
10.1	BARGE #1	\$ /day

STATEMENT OF SERVICES

10.2	BARGE #2	\$ /day
10.3	BARGE #3	\$ /day
11.	TUGBOAT	\$ /day
	COFFERDAM	
12.	CRANE	\$ /day
13.	PILE DRIVING EQUIPMENT	\$ /day
14.	SUCTION PUMP	\$ /day
15.	EXCAVATION EQUIPMENT	\$ /day
16.	ON-SITE FIELD SUPERVISOR/ENGINEER	\$ /day
	ADDITIONAL SERVICES	
17.		\$
18.		\$
19.		\$
20.		\$

I represent and warrant that I am duly authorized to bind the company to the submitted pricing by my signature below.

Company Name

Authorized Signature

Date

STATEMENT OF SERVICES

APPENDIX C: ENVIRONMENTAL PRESERVATION AND MITIGATION MEASURES

National Park Service (“NPS”) staff will implement the following Mitigation Measures and monitor for Contractor compliance:

- NPS staff will be available and in communication with RRC staff who have onsite responsibilities to monitor all plugging/re-plugging/well casement removal activities to minimize potential impacts.
- NPS staff would conduct education training including implementation for the Preserve’s standard “no harassment/no kill wildlife policy” for all work crew members.
- NPS personnel trained in the identification of species of special concern would accompany contractors onto well site areas and would survey the area immediately surrounding the well sites for the species. Work would be postponed if a species of special concern is encountered.
- The NPS would notify Preserve employees and visitors about activities that may impact visitor use or experience.

Selected Contractor will implement the following Mitigation Measures with RRC Staff and NPS Staff monitoring for compliance:

- The contractor will prepare and comply with the Spill Prevention Control and Countermeasures (SPCC) plan to prevent spills and properly clean up should a spill occur.
- Fueling of vehicles and equipment would take place outside the Preserve whenever possible; if fueling with the Preserve is required, these activities would be attended by no fewer than two people, and would be completed over a physical barrier, such as a tarp, and with absorbent materials.
- Control measures (e.g., cleaning/washing of vehicles/vessels, equipment, and personal equipment before entering/re-entering the Preserve) would be implemented where directed to help minimize the potential for the introduction and spread of nonnative species.
- The contractor would decontaminate the tugboat, barges and all equipment being used in the Neches River to avoid spread of invasive mussels.
- The contractor would use a tugboat and/or barges to access and conduct activities on the wells.
- Fire suppression equipment will be maintained in serviceable condition at all times.
- The contractor would utilize coffer dams, as appropriate, to reduce disturbance of sediment.
- If an unknown cultural resource is discovered during well plugging/casement removal activity, work will immediately cease in the immediate area until the park determines the significance of the discovery and provides guidance on how to proceed.
- Wells will be plugged in compliance with the NPS Well Plugging Guide for Nonfederal Oil and Gas Wells in the State of Texas and Railroad Commission of Texas requirements.
- Unused equipment or debris will not be stored at well sites. Any unused or surplus equipment will be removed from the park immediately. Debris such as cardboard boxes, garbage, buckets, etc., must not be stored at the well sites and must be brought in on an as-needed basis.

I represent and warrant that I am duly authorized to bind the company to the submitted pricing by my signature below.

Company Name

Authorized Signature

Date

APPENDIX D: INGRESS/EGRESS/WELL SITE ACCESS



NPS Project

Gilbert Herrera – District 03
Dec. 2021





NPS Project

3 wells in the Neches River – Big Thicket
National Preserve (Buna/Fred)

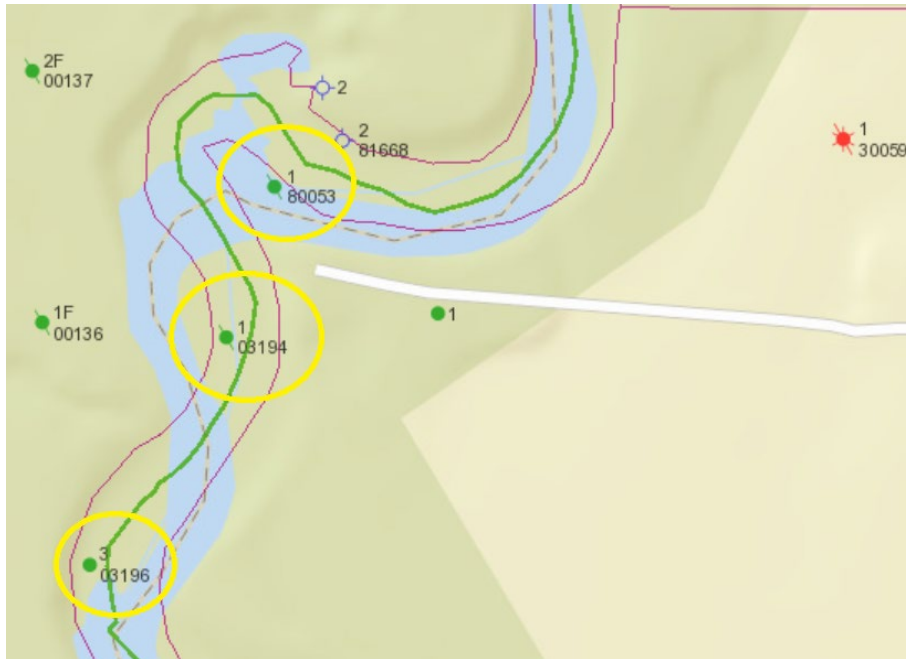
1 well in the Neches River – Big Thicket
National Preserve (Rose City/Beaumont)

General Purpose - 4 wells



- Restore, enhance, and protect Big Thicket NP and its visitors by removing exposed surface casings of one or more abandoned oil and gas wells located within the Neches River and by completing proper cutting and capping techniques that will protect park visitors, subsurface and surface waters, wetlands, protected species, and sensitive natural resources
- Plugged and abandoned oil wells that have become exposed due to erosion caused by migration of the in the Neches River and now are directly within the river's waterway and potential to affect all downstream ecosystems and communities should they become damaged and release petroleum products in the waterway.
- Removing all the exposed surface casings will eliminate the navigational hazard in the Neches River and provide the opportunity to verify that the four abandoned wells have been properly plugged and thereby ensure that there is no risk to downstream ecosystems and communities from a release of petroleum products.
- Place 10-feet of class H cement (16.5 ppg) and remove casing 3-feet below Mud-line/River bottom.

3 Well Locations Based on GPS



- Well #1 API 241 80053
30.509646, -94.081628
- Well #1U API 199 03194
30.509329, -94.081657
- Well #3 API 199 03196
30.506637, -94.082861

Morris Elisha Fee #1



- Marshall, J. Howard, Morris, Elisha, Fee (05778) well #1, API 241 80053
 - Water at well is +/- 10-feet deep.
 - Conductor casing surrounding well, unable to see surface and production casing.
 - Welded plate on top of well.

Morris Elisha Fee #1



Casing is about 12-feet above water.



Plugging Records for Well #1



13. Type of Well (Oil, Gas, Dry)		15. Type of Completion (Single, Dual, Etc.)		17. Total Depth		18. Date Well Plugged	
Oil		Single		9195		5-20-74	
14. FORM W-1 (Intention to Drill) Filed in Name of							
19. Manner of Placement							
PLUG #1	13	SACKS	TOP	6200	BOTTOM	6300	TYPE Common
PLUG #2	27	SACKS	TOP	590	BOTTOM	690	TYPE Common
PLUG #3	10	SACKS	TOP	0	BOTTOM	13	TYPE Common
PLUG #4		SACKS	TOP		BOTTOM		TYPE
20. Was Well filled with Mud-Laden Fluid, according to the regulations of the Railroad Commission		YES <input checked="" type="checkbox"/>		21. How was Mud applied?		22. Mud Weight	
NO		Circulated				9.5 LBS/GAL	
23. Depth of Deepest Fresh Water		24. Have all Abandoned Wells on this Lease been Plugged according to RRC Rules?		25. If NO, Explain			
FEET		YES <input checked="" type="checkbox"/> NO					
26. Name and Address of Party Plugging Well							
Texroy Oil Well Salvage Co. P. O. Box 1043, Rosenberg, Texas 77471							
27. Casing and Tubing Record after Plugging							
		PUT IN WELL		LEFT IN WELL			
SIZE		FEET	INCHES	FEET	INCHES		
9 5/8"		1200		1200			
5 1/2"		7100		6460			

State Lease NO. M-49802 #1U



- Marshall Petroleum, Inc.,
State Lease NO. M-49802
(05928) well #1U API 199
03194
 - Water at well is +/-
3-feet deep.
 - Conductor casing
surrounding well (16-
inch), unable to see
surface and
production casing.
 - Cement seen at top
of well, possibly
inside the surface
casing.

Casing is about 12-feet above top water line.



Plugging Records for Well #1U



16. Type Well (Oil, Gas, Dry) Oil		Total Depth 6697		17. If Multiple Completion List All Field Names and Oil Lease or Gas ID No.'s GAS ID or OIL LEASE #				Oil - O Gas - G		WELL #		14. Date Drilling Completed	
18. If Gas, Amt. of Cond. on Hand at time of Plugging												15. Date Well Plugged 1/17/86	
CEMENTING TO PLUG AND ABANDON DATA:				PLUG #1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7	PLUG #8		
*19. Cementing Date				0116860	11786	011786	011786						
20. Size of Hole or Pipe in which Plug Placed (inches)				7	7	7	7						
21. Depth to Bottom of Tubing or Drill Pipe (ft.)				4150	2160	878	32						
*22. Sacks of Cement Used (each plug)				10	85	80	5						
*23. Slurry Volume Pumped (cu. ft.)				11.8	100.3	94.4	5.9						
*24. Calculated Top of Plug (ft.)				4100	2040	768	4						
25. Measured Top of Plug (if tagged) (ft.)													
*26. Slurry Wt. # /Gal.				15½	15½	15½	15½						
*27. Type Cement				ClassH	ClassH	ClassH	ClassH						
28. CASING AND TUBING RECORD AFTER PLUGGING						29. Was any Non-Drillable Material (Other than Casing) Left in This Well <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
SIZE	WT. #/FT.	PUT IN WELL (ft.)	LEFT IN WELL (ft.)	HOLE SIZE (in.)		29a. If answer to above is "Yes" state depth to top of "junk" left in hole and briefly describe non-drillable material. (Use Reverse Side of Form if more space is needed.)							
10¾		823	823	12									
7		6697	6697	97/8									

Well #1U and #1



- Traveling to well #1U and #1 from the South side of the river.



State Lease NO. M-49802 #3



- Marshall Petroleum, Inc., State Lease NO. M-49802 (05928) well #3 API 199 03196
 - Water at location is +/- 2-feet deep.
 - Conductor casing surrounding well (16-inch), unable to see surface and production casing.
 - Welded plate on top.
 - 3-feet grade from shoreline, and 24-feet from shoreline.

State Lease NO. M-49802 #3



Casing is about 3-feet above sand.



State Lease NO. M-49802 #3



- Going towards well #3 from the South side of the River.



Plugging Records for Well #3



16. Type Well (Oil, Gas, Dry) Oil	Total Depth 6702	17. If Multiple Completion List All Field Names and Oil Lease or Gas ID No.'s GAS ID or OIL LEASE #				Oil - O Gas - G	WELL #	14. Date Drilling Completed
18. If Gas, Amt. of Cond. on Hand at time of Plugging								15. Date Well Plugged 1/30/86

CEMENTING TO PLUG AND ABANDON DATA:	PLUG #1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7	PLUG #8
*19 Cementing Date	012886	012986	012986	013086				
20. Size of Hole or Pipe in which Plug Placed (inches)	7	7	7	7, 10 3/4				
21. Depth to Bottom of Tubing or Drill Pipe (ft.)	6400	2160	867	14				
*22 Sacks of Cement Used (each plug)	25	85	80	5				
*23. Slurry Volume Pumped (cu. ft.)	29.5	100.3	94.4	5.9				
*24. Calculated Top of Plug (ft.)	6300	2040	757	4				
25. Measured Top of Plug (if tagged) (ft.)								
*26. Slurry Wt. # /Gal.	15 1/2	15 1/2	15 1/2	15 1/2				
*27. Type Cement	ClassH	ClassH	ClassH	ClassH				

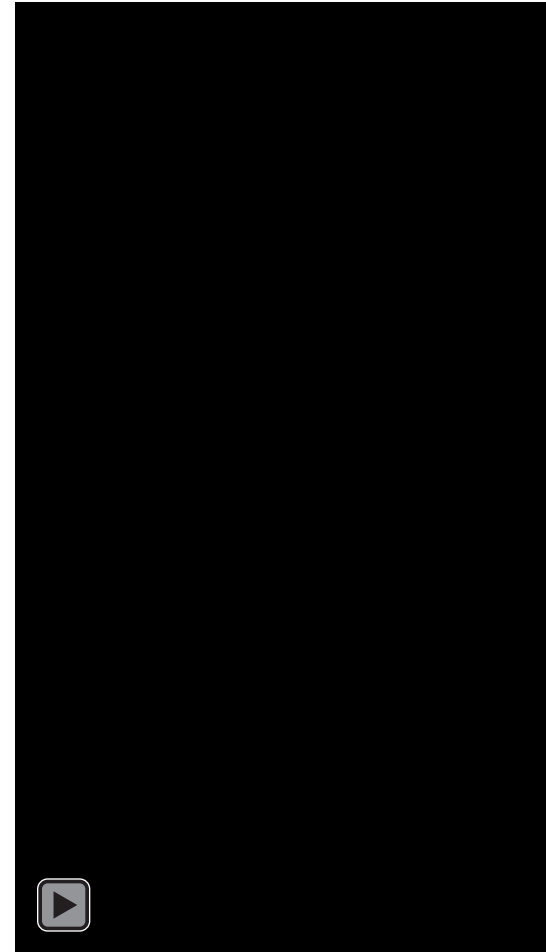
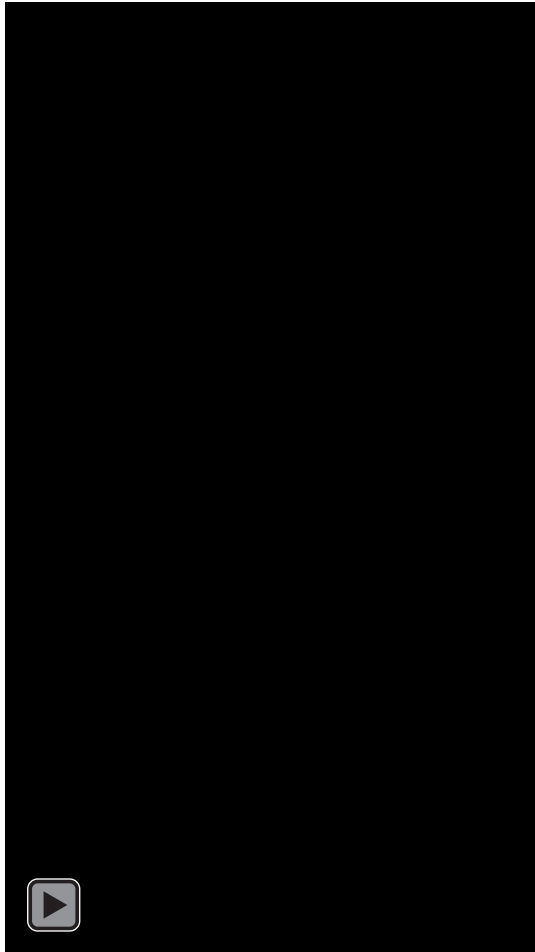
28. CASING AND TUBING RECORD AFTER PLUGGING					29. Was any Non-Drillable Material (Other than Casing) Left in This Well <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SIZE	WT. #/FT.	PUT IN WELL (ft.)	LEFT IN WELL (ft.)	HOLE SIZE (in.)	If answer to above is "Yes" state depth to top of "junk" left in hole and briefly describe non-drillable material. (Use Reverse Side of form if more space is needed.)	
10 3/4		812	812	12	RECORD CODIFIED	
7		6700	6700	9 7/8		

Logistics

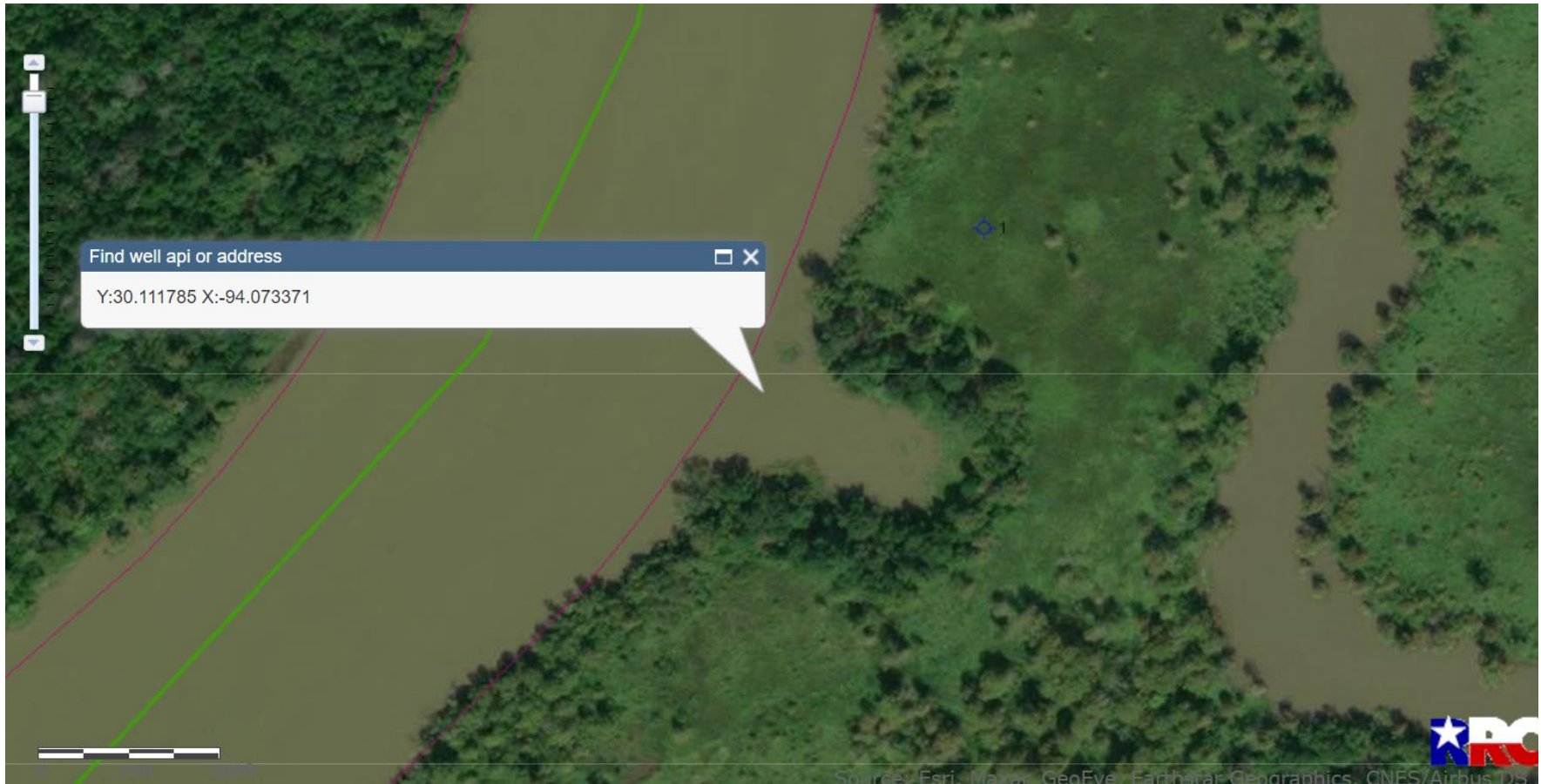


- By River.
 - Can a barge be brought in (and other equipment) with low spots in the river at about 2-feet. Multiple hollow riverbed spots and debris in river (trees).
 - Public dock is located at 30.356264, -94.094103, and is a 1-hour boat ride by airboat to the 3 wells.
 - Barges may be able to be brought in by air boats.
- By Land.
 - 1.5 miles to 4 miles of road will need to be constructed, with the 1.5 miles from shoreline being the worst area.
 - 0.1 to 0.3 miles will still need to be traveled in the river from shoreline.
 - Trees may need to be removed to widen road for equipment.

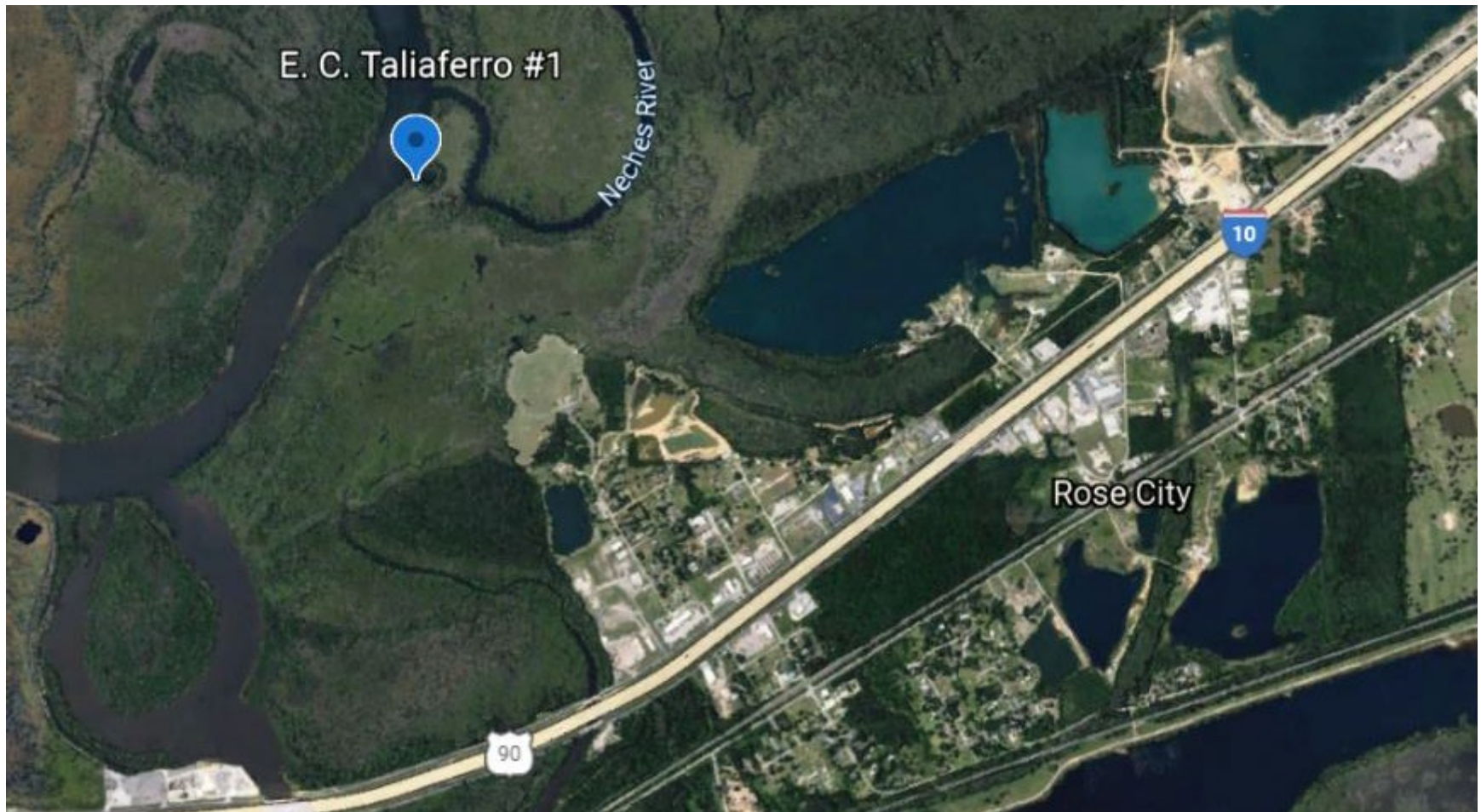
Logistics – Bad Spots in River



E. C. Taliaferro #1



E. C. Taliaferro #1



E. C. Taliaferro #1



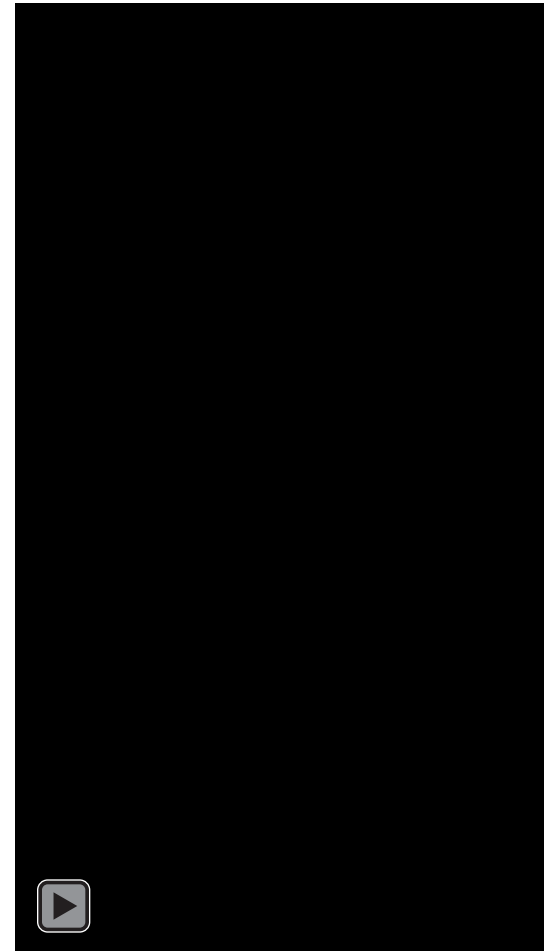
- Collier's Ferry Park has a public boat launch.
- Boat launch is located at 30.132558, -94.095926.
- Area where well is located has signs of caution due to reptiles in the area.
- From boat launch to estimated well location is +/- 2.3 miles.

E. C. Taliaferro #1

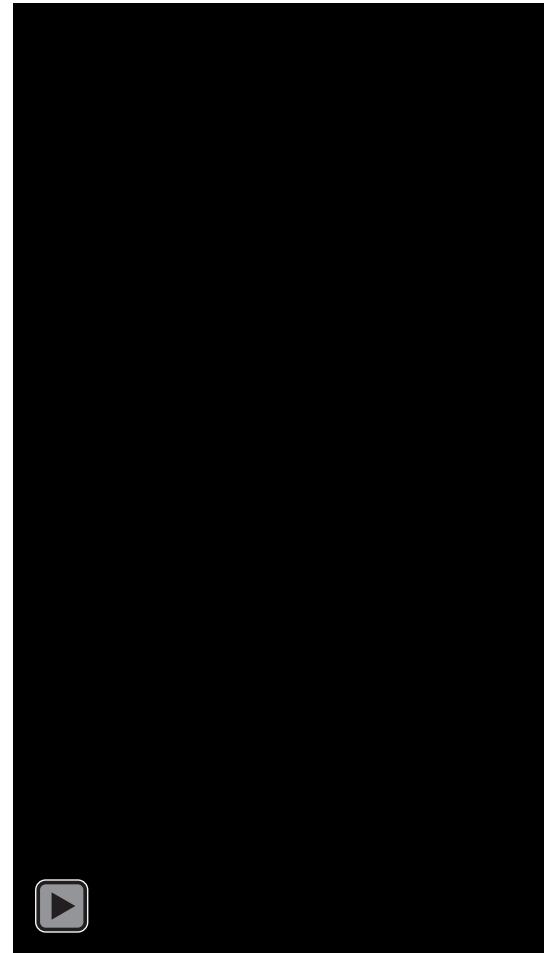
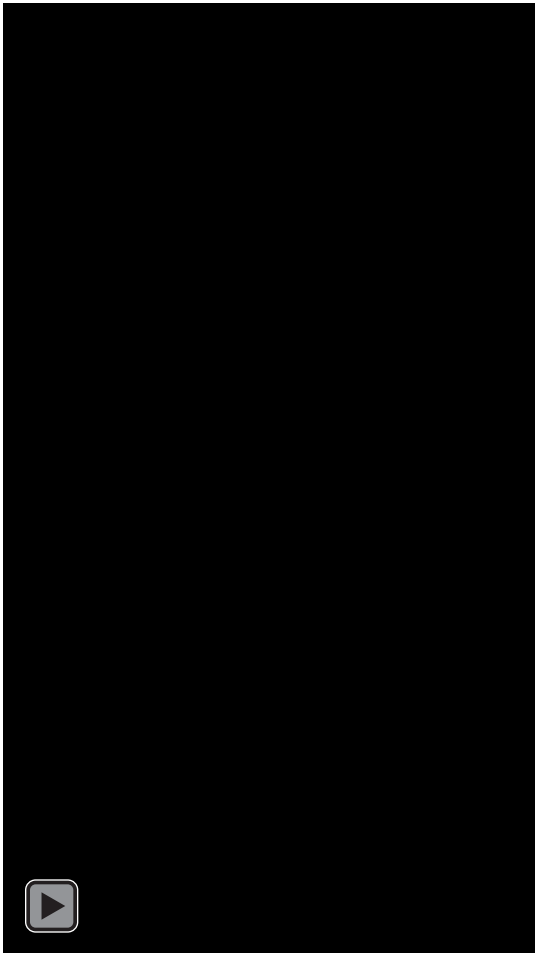


- Well located 11/30/2021.
- Well location is 30.111755, -94.073378.
- Casing measures ~11 $\frac{3}{4}$ " OD, 11" to 10 $\frac{1}{2}$ " ID.
- Well seems to be open ended.
- Water depth around well is 16' to 18'.

E. C. Taliaferro #1



E. C. Taliaferro #1



E. C. Taliaferro #1



- John W. Mecom, E. C. Taliaferro #1.
 - Dry Hole (1954). Information from form 2A.
 - TD 8305'.
 - 16" set at 160' (100sk).
 - 10 3/4" set at 2094' (805).
 - Form 2A indicates cement to surface for surface casing.
 - GPS coordinates 30.11137, -94.07328 (NPS records).

16"	160	160
	(cemented w/100 sacks Calseal and 100 sacks common)	
10-3/4"	2094	2094 w/10-3/4" shoe
	(cemented w/805 sacks 4% gel, 200 sacks Neat on bottom)	

IF CASING WAS CEMENTED GIVE NUMBER OF SACKS USED ON DIFFERENT STRINGS

24 Hour Plugging Report Form (M-1) 0 24 Hour Plugging Report Form (M-1) 0 lbs. per square inch

Initial Production of Oil Barrels 0

Give notice before plugging to all available Lease Owners, as required by Rule 110

When Plugging completed, the final Plugging Report, duly signed and sworn to. All necessary forms will be furnished by the Deputy Supervisor of district in which well is located

NOTE: If no log available, so state and give all information that can be obtained to as total depth, casing record, whether or not cemented, producing formation, water sands, and as near as possible date well was drilled

General Remarks Sufficient surface casing set and cemented to the surface to protect all fresh water sands.

Plugging Records for Dry Hole



Operator **JOHN W. MECOM** Address **2900 Gulf Bldg., Houston, Texas**
 Well No. **1** Block No. **--** Survey **McQuire Cresson A-58v Orange**
 Name of Lessee **E.C. Talliaferro** No. of Acres **216**
 Name of Field or Lease **Wildcat** Date well was plugged **12-2 19 54**
 Name of Person or Company who has filed in Name of **John W. Mecom**
 Character of well as to the kind of production **Oil, Gas, Dry** **Yes**
 Initial Production **0** Initial Production **0** Initial Production **0** bbls.
 Initial Production **0** Initial Production **0** Initial Production **0** bbls.
 Has this well ever produced oil or gas? **No**
 Total depth **8305** feet Total depth including sand **None** feet.
 Was the well plugged with material furnished according to regulations of the Railroad Commission? **Yes**

Was this well plugged? **Left in hole after operations ceased.**

Were plugs used? **Yes** If so, show all plugs used, the casing depth of each, and size of casing size
 of each plug used and depth of each plug. Also amount of cement and other material used. Was well sealed? **No.**
75 sack plug placed 1950' to 2100'.

SIZE PIPE	LEFT IN WELL		PULLED OUT		LEFT IN WELL		PACKERS AND SHOES
	Feet	In.	Feet	In.	Feet	In.	
16"	160				160		
10-3/4"	2094				2094		w/10-3/4" shoe

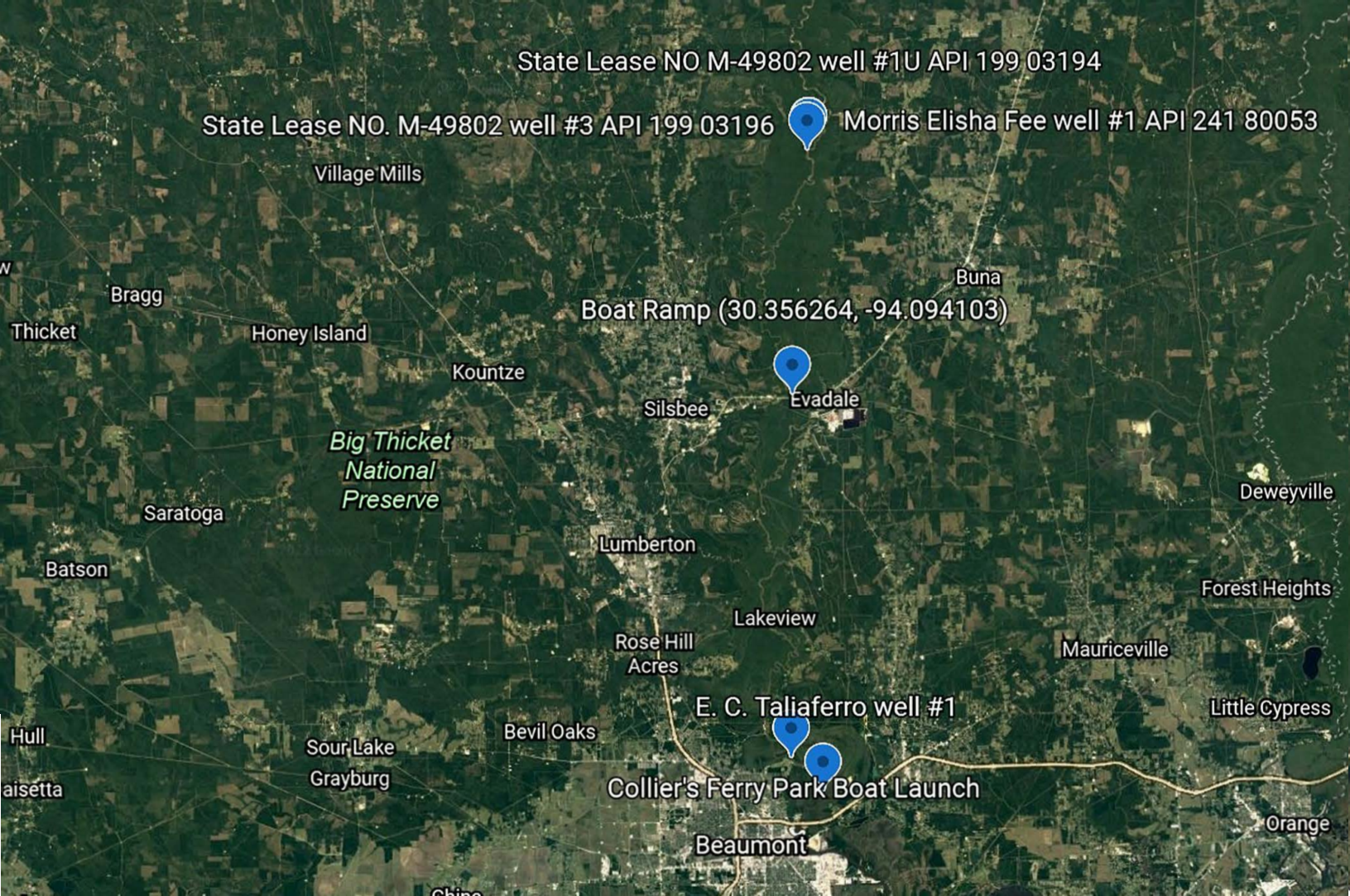


Figure 1: Map showing all 4 wells and the boat ramps.

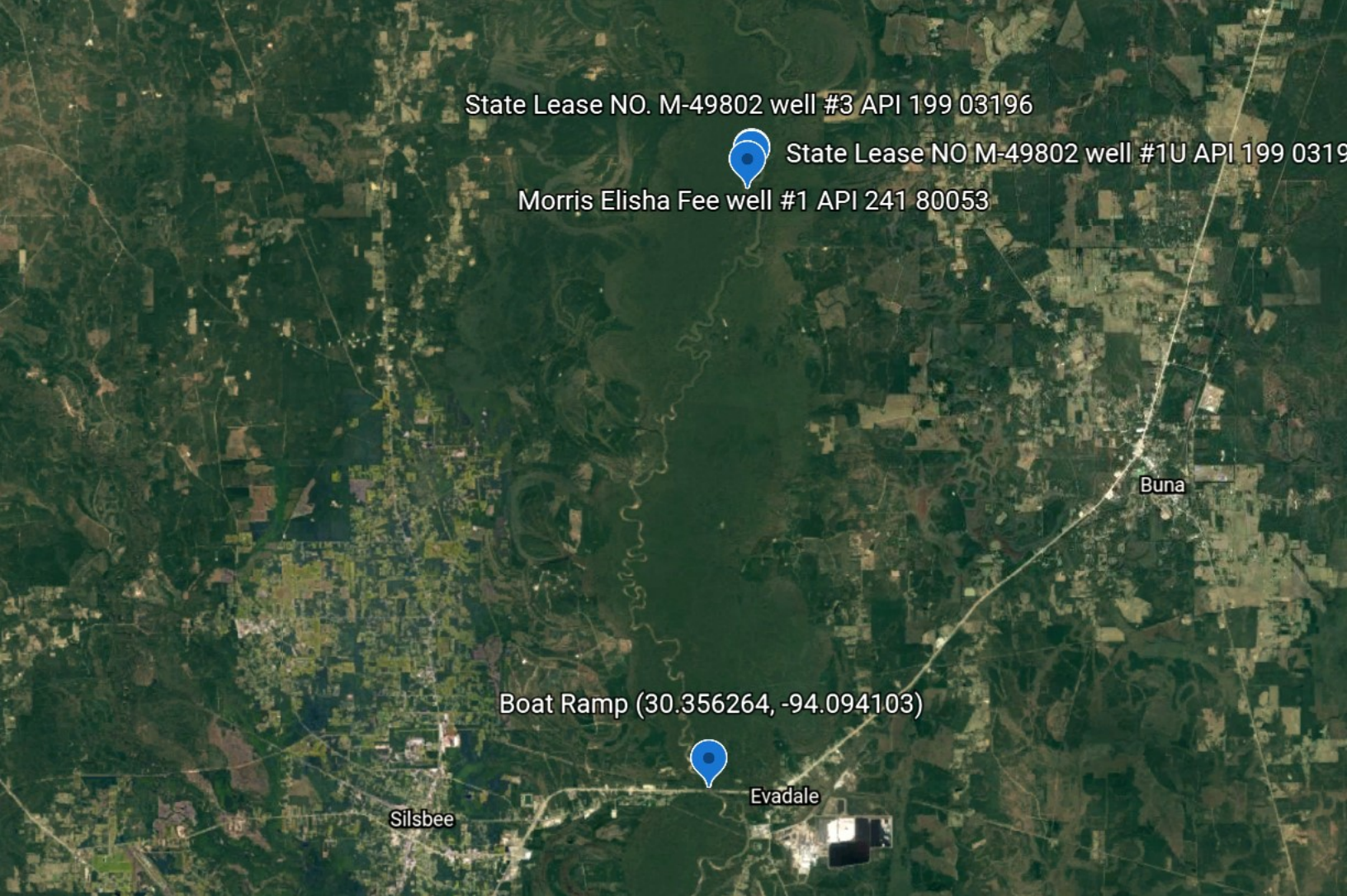


Figure 2: Map showing 3 of the wells and the nearest boat ramp.

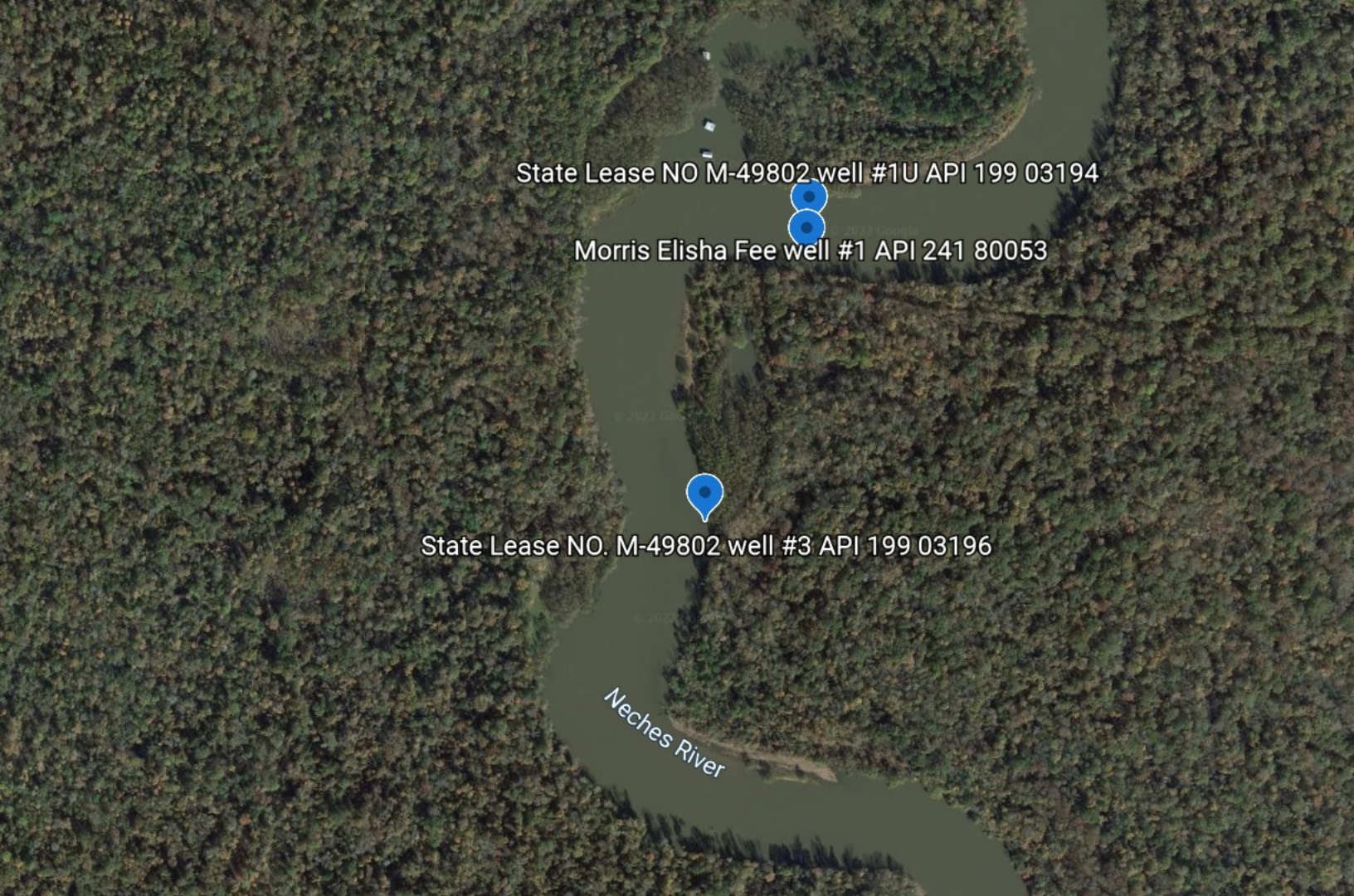


Figure 3: Map showing 3 of the wells.

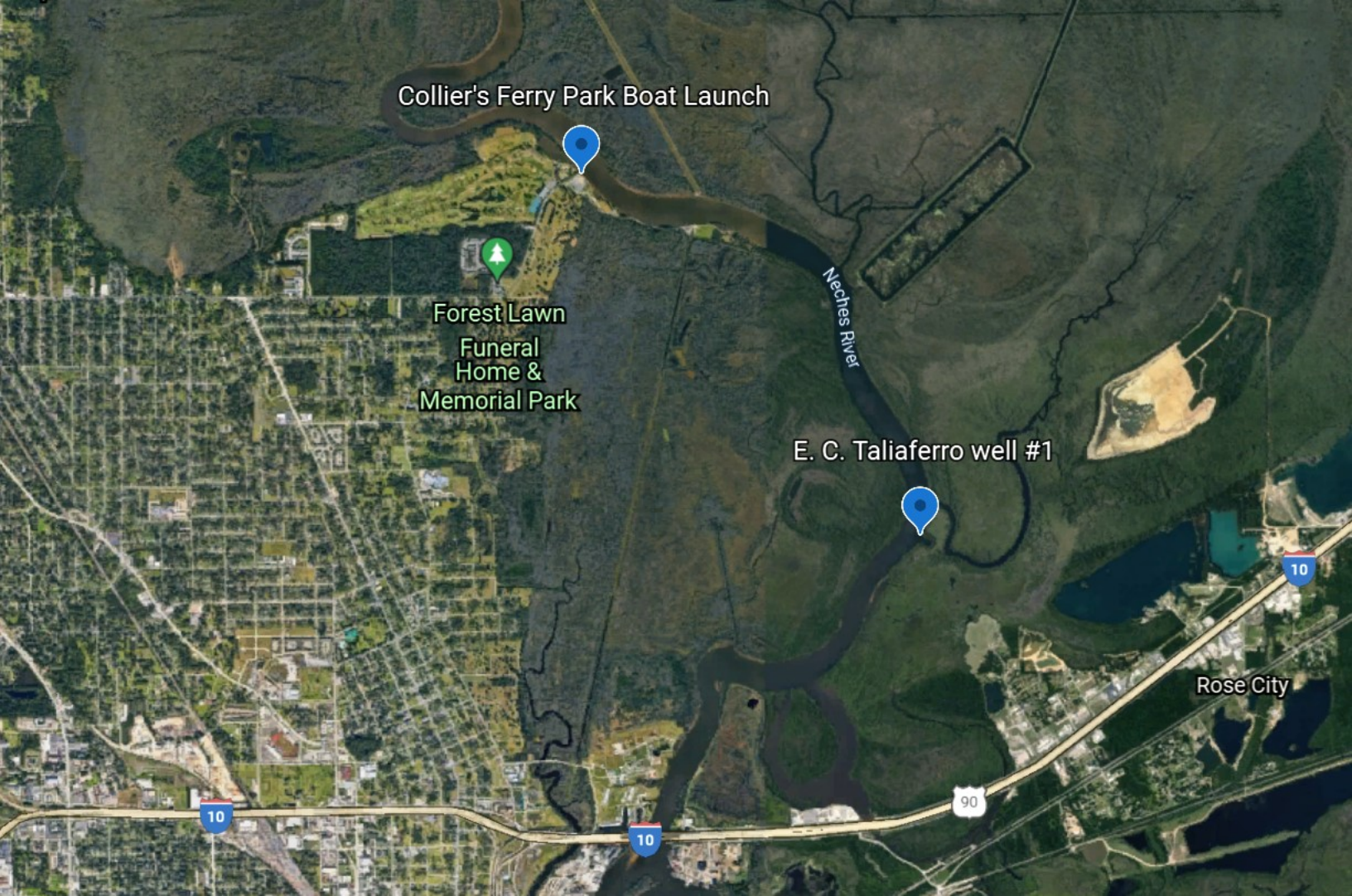


Figure 4: Map showing one of the wells and the nearest boat ramp.



E. C. Taliaferro

Well #1

Dry Hole

Informational Packet

Information contained in this packet:

- Wellbore Data

Disclaimer: Information provided within this Packet is for informational purposes only. The RRC does not warrant or make any representations as to the accuracy or completeness of the information, or as to the information being representative of current conditions. It is Respondent's responsibility to conduct an independent, thorough review of sites, conditions, and information available and related thereto prior to submission of a Proposal. Respondent shall promptly report in writing to the RRC the discovery of any apparent error, omission, or inconsistency in the RFP documents, including this Informational Packet, prior to submission of a Proposal. ***Failure of Respondent to perform an Independent, thorough review of sites, conditions, and information related thereto, and to give proper consideration to the sites, existing conditions, and information related thereto when preparing the Proposal will not constitute grounds for additional compensation.***

**RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION**

APPLICATION TO DRILL OR DEEPEN

IS THIS AN APPLICATION TO DRILL OR ~~XXXXX~~ **RULE 37**,

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

**READ CAREFULLY AND
COMPLY FULLY**

In order that it may be ascertained whether or not the proposed location covered by this notice conforms to the applicable spacing regulations set down by the Railroad Commission, there are two important footages that must be shown, that is, THE NEAREST DISTANCE OF PROPOSED LOCATION FROM LEASE OR PROPERTY LINE AND DISTANCE OF PROPOSED LOCATION FROM THE NEAREST WELL ON THE SAME LEASE. Do not start drilling operations on any location prior to filing here, and until permit granted by the Commission has been received and waiting release period has terminated.

For the purpose of this determination draw on the back of this lease a neat, accurate sketch, made to scale, of the lease, block, or lot, indicating thereon the proposed location for this well with reference to the two nearest lease lines. Also show the nearest wells on all sides of this location and the distance from the proposed location to those wells. In addition to the foregoing, unit boundary designations must be shown for each producing well on the lease and shall include proposed unit boundaries for the location herein applied for showing the acreage to be assigned this well. Give names and addresses of adjoining lease or property owners, and designate all property by lease and company name. You may attach a blue print showing this information if you so desire.

DO NOT CONFUSE SURVEY LINES WITH LEASE LINES. IF THE SKETCH OR BLUE PRINT SHOWS ONLY A SECTION, BLOCK, OR LOT OF YOUR LEASE, DESIGNATE SAME AS BEING ONLY THAT PART OF THE LEASE.

When the size of the tract will permit, use scale of one inch equaling 1000 feet if less than 2 acres or scale of one inch equaling 100 feet. DESIGNATE SCALE TO WHICH PLAT OR SKETCH IS DRAWN. ALSO DESIGNATE NORTHERLY DIRECTION ON THE SKETCH OR PLAT.

FILL IN BELOW IN THE SPACES RESERVED FOR THIS PURPOSE THE FOOTAGES ASKED FOR.

Nearest distance from proposed location to property or lease line **75** feet.

Distance from proposed location to nearest drilling completed, or applied for well on same lease _____ feet.

Date **October 11,**

54

Name of company or operator

Name **JOHN W. MECOM**
Address **2900 GULF BUILDING**
City **HOUSTON 2, TEXAS**

Description of face of lease

Name of lease **E. C. TALIAFERRO**

Number of Acres **216** Well No. **1**

Number of wells on lease **NONE**

Survey **McGuire Chesson Ab. 58**

Elevation _____ Feet

Section No. _____ Block No. _____

Located in **WILDCAT**

If Wildcat state above
ORANGE

2-1/4 miles **NE** direction

Beaumont, Texas nearest postoffice or _____

Rotary or Cable Tools **Rotary**

Date work will start drilling **On Receipt of Permit**

Depth to which you propose to drill **9,000** feet

Date work will start deepening _____

IF LEASE PURCHASED WITH ONE OR MORE WELLS DRILLED FROM THIS PURCHASED

Name _____
Address _____

NOTICE: Before sending in this form be sure that you have given all information requested. Much unnecessary correspondence will thus be avoided.

DRAW SKETCH AND MAKE AFFIDAVIT ON REVERSE SIDE

DRAW SKETCH IN SPACE BELOW OR FILE CERTIFIED LEASE PLAT
 showing that all required statutory footages, distances, and scales are given
 NORTH

WEST

EAST

RECEIVED
 Railroad Commission of Texas
 OCT 18 1954

F. WAYNE WILSON

being first duly sworn, depose and say that I have knowledge of the facts and circumstances set forth and that the same are true and correct.
 Name *F. Wayne Wilson* Title **Geologist**
 Subscribed and sworn to before me this *11th* day of *October*, 19 *54*.
 Notary Public *Harris* County, Texas.

Name **John W. Mecom**

Louise L. Perdue
 Louise L. Perdue
 Address **2900 Gulf Bldg., Houston 2, Texas**

A. WILLIAMS
A 385

D. L. SMITH

Yamaha Co. Ltd.

MESURE CHESSON
A 58

JAMES DRAKE
A-15

A. PUMPHREY

JAMES ARMSTRONG
A 29

J. W. Mecom
LSP

J. W. Mecom
LSP

John W. Mecom

4 A Barley

ARC-HOC LSP

40 AC
UNIT

John W. Mecom LSP

E. T. & N. S.

G. STEPHENSON
A-167

ROSE CITY

ORANGE CO.

JEFFERSON CO.

NEEDS RIVER

John W. Mecom
E. C. Taliaferro No. 1
Orange Co., Tex.
1" = 1000 yds.



Railroad Commission of Texas

OIL AND GAS DIVISION



AUSTIN, TEXAS

HARRY M. BAYIS
CHIEF CLERK
ARTHUR H. BARBER
CHIEF ENGINEER
L. F. DAVIS
AUDITOR

CASE NO. 45,630
RULE 37

21, E.C. Taliaferro 216 acres, McGuire
Chesson Survey, A-55, wildcat field
Orange County, Texas

APPLICANT:
John W. Neeson
2900 Gulf Building
Houston, 2, Texas

The application of John W. Neeson for an exception under the provisions of Rule 37 coming on to be heard on the 1st day of November, 1954, by the Railroad Commission of Texas, and it appearing that the petition shows good cause; that no injustice will be done by the granting of such exception, and that same should be granted to prevent confiscation and or to prevent physical waste:

NOW, THEREFORE, IT IS ORDERED: That the application of John W. Neeson for an exception under the provisions of Rule 37 and a permit to drill well No. 1, E.C. Taliaferro lease containing 216 acres of land out of the McGuire Chesson Survey, A-55, wildcat field, Orange County, Texas, as shown by plat submitted, is hereby approved and applicant is granted permission to drill well No. 1 to be spaced as follows:

75 feet east of west line of tract (Neches River)
817 feet north of the south line of the tract.

Dual completion is hereby granted in any two productive sands found on this lease after compliance with all applicable rules of the Commission as to dual completions.

IT IS EXPRESSLY STIPULATED That this order is based on evidence pertaining to this particular well and that should this well ever be plugged and abandoned the Commission will consider such plugging and abandonment as prima facie evidence that production from said well is no longer necessary to prevent confiscation of applicant's property or to prevent waste, and upon such plugging and abandonment, the authority for such well as granted under this permit shall cease.

IT IS EXPRESSLY STIPULATED, That unless drilling operations upon the above location are commenced in good faith within six months from and after the date of this order as indicated in the last paragraph hereof, this permit shall terminate and be of no further force and effect.

ENTERED at Austin, Texas on this the 2 day of November, 1954.

ATTEST:

DANIEL C. THOMPSON
CHAIRMAN

W. J. MURRAY, JR.
COMMISSIONER

O. D. MYNEMAN
SECRETARY

COMMISSIONER

The above and foregoing is a true and correct copy of an order of the Railroad Commission entered on the above date.

Wesley Madrell, Supervisor
Rule 37 Department
Oil and Gas Division

on

Please Refer
to File No.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form 2A

APPLICATION TO PLUG AND WELL RECORD
FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH
WELL IS LOCATED FIVE FULL DAYS PRIOR TO PLUGGING

Name of Company or Operator **JOHN W. MECOM** Address **2900 Gulf Bldg., Houston, Texas**
County **Orange** Survey **McGuire Chesson A-58** Trk - Sec -
Name of Lease **E.C. Talliaferro** Acres **216** Well No. **1** Block **--**
Located **2-1/4** Miles **NE** Direction **Beaumont, Texas** (Nearest P. O. or Town)
Name of Field in which well is located **Wildcat**
Form 1, "Notice of Intention to Drill" was filed in name of **John W. Mecom**
Drilling Commenced **11-20-54** Drilling Completed **12-1-54**
Has this well ever produced oil? **No** or Gas? **No**
Character of Well (Oil, Gas, or Dry) **Dry Hole** Total Depth **8305'**
Date you wish to Plug **12-2-54**
Name of Party Plugging Well **Halliburton** Address **Beaumont, Texas**
Correspondence regarding this well should be sent to Name **John W. Mecom**
Address **2900 Gulf Building, Houston 2, Texas**

CASING RECORD

SIZE	FEET IN WELL	FEET IN WELL	FEET IN WELL	FEET IN WELL
16"	160	160		
	(cemented w/100 sacks Calseal and 100 sacks common)			
10-3/4"	2094	2094	w/10-3/4" shoe	
	(cemented w/805 sacks 4% gel, 200 sacks Neat on bottom)			

IF CASING WAS CEMENTED GIVE NUMBER OF SACKS USED ON DIFFERENT STRINGS

Initial Production of Oil - Barrels **0** Initial Production of Gas - **0** lbs. per square inch

Give notice before Plugging to all available Lease Owners, as required by Rule (10)

When Plugging completed file final Plugging Report, duly signed and sworn to. All necessary forms will be furnished by the Deputy Supervisor of district in which well is located.

NOTE: If no log available, so state and give all information that can be obtained in as total depth, casing record, whether or not cemented, producing formation, water sands, and as near as possible date well was drilled.

General Remarks **Sufficient surface casing set and cemented to the surface to protect all fresh water sands.**

FILL OUT FORMATION AND AFFIDAVIT ON REVERSE SIDE

FORMATION RECORD

Show All Formations Especially All Sands and Character and Contents Thereof

Surface sand & clay	0	2000
Sand & shale	2000	5912
Shale	5912	6304
Sand and shale	6304	6598
Sand	6598	6670
Sand and shale	6670	6710
Sand	6710	6841
Shale	6841	6870
Sand	6870	6976
Shale	6976	6996
Sand	6996	7058
Shale	7058	7070
Sand	7070	7078
Shale	7078	7124
Sandy shale	7124	7156
Sand	7156	7190
Sand and shale	7190	7332
Sand	7332	7432
Sand and shale	7432	7538
Shale	7538	7756
Sand and shale	7756	8305

TD

SYNOPSIS	Casing and cement	Dry Hole
John W. Keen,		
RECEIVED	John W. Keen	December 1, 1954.
3rd	R. L. Casey, Jr.,	Harris

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

FILE IN DUPLICATE WITH DEPUTY SUPERVISOR OF DISTRICT IN WHICH WELL IS LOCATED

Name of Owner **JOHN W. MECOM** Address **2900 Gulf Bldg., Houston, Texas**
 Date Drilled **1958** Block No. **--** Survey **McGuire Cresson A-58** by **Orange**
 Well No. **1** Name of Lessee **E.C. Talliaferro** No. of Acres **216**
 Name of Placer or Mining Claim as Located **Wildcat** Date well was plugged **12-2** 19 **54**
 Name of Person or Corporation to Whom Well was Pled in Name of **John W. Mecom**
 Character of Well **Oil** Initial Production **0** Initial Production **0** Oil, Ft. **0** Dry **Yes**
 Initial Production **0** Initial Production **0** Oil, Ft. **0** Water **0** bbls.
 Is this well a producing well? **No**
 Total Depth **8305** feet Test or each producing sand **None** feet.
 Was the well drilled with mud under pressure according to regulations of the Railroad Commission? **Yes**

Left in hole after operations ceased.

75 sack plug placed 1950' to 2100'.

SIZE PIPE	IN IN WELL	PULLED OUT	LEFT IN WELL	PACKERS AND SHOES
16"	160		160	
10-3/4"	2094		2094	w/10-3/4" shoe

None

Casing, cement and heavy mud

Gulf Oil Corp., Gulf Bldg., Houston, Texas
The Texas Company, P.O.Box 2332, Houston, Texas
State of Texas, Land Office Bldg., Austin, Texas

Yes ☒ No ☐ I don't know ☐ Other ☐ _____

John W. Keen, being sworn, deposes and says that he has knowledge of the facts set forth in the foregoing report.

Subscribed and sworn to and signed this 3rd day of December 1954.

John W. Allen
Agent

R. L. Casey, Jr.
Notary Public
Harris County Texas

Correspondence regarding this work should be addressed to

Name John W. Mecon Address 2900 Gulf Building, Houston, 2, Texas

651 ~~100~~



MORRIS, ELISHA, FEE

Well #1

API:241 80053

Informational Packet

Information contained in this packet:

- Wellbore Data

Disclaimer: Information provided within this Packet is for informational purposes only. The RRC does not warrant or make any representations as to the accuracy or completeness of the information, or as to the information being representative of current conditions. It is Respondent's responsibility to conduct an independent, thorough review of sites, conditions, and information available and related thereto prior to submission of a Proposal. Respondent shall promptly report in writing to the RRC the discovery of any apparent error, omission, or inconsistency in the RFP documents, including this Informational Packet, prior to submission of a Proposal. ***Failure of Respondent to perform an Independent, thorough review of sites, conditions, and information related thereto, and to give proper consideration to the sites, existing conditions, and information related thereto when preparing the Proposal will not constitute grounds for additional compensation.***

00006800027

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISIONForm W-2
Rev. 7-5-66

OIL WELL POTENTIAL TEST COMPLETION OR RECOMPLETION REPORT AND LOG		7. RRC District 3
1. FIELD NAME (as per RRC Records or Wildcat)	2. LEASE NAME	8. RRC Lease Number 05778
3. OPERATOR Gimmie Owen (#1 Yegua)	Elisha Morris Fee	9. Well Number 1
4. ADDRESS J. Howard Marshall		10. County Jasper
5. ADDRESS 1320 Esperson Building, Houston, Texas 77002		11. Purpose of Test Initial Potential <input type="checkbox"/>
6. If Operator has changed within last 60 Days -- Give former Operator See Remarks		Retest <input checked="" type="checkbox"/>
7. LOCATION (Section, Block, and Survey) Elisha Morris Abst. 26		Recless <input type="checkbox"/>
12. If Workover -- Give former Field (with Reserve)	13. Type of Electric or other Log run	14. Completion Date 9-7-58

Section I

POTENTIAL TEST DATA

15. Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jetting, Pumping - Size & Type of Pump)	18. Choke Size
3-7-70	2	Gas lift	None
19. Production for Test Period	Oil - BBLs 10	Gas - MCF 2	Flowing Tubing Pressure 50 PSI
20. Calculated 24 Hour Rate	Oil - BBLs 10	Gas - MCF 2	Casing Pressure 500 PSI
21. Was Swab or Artificial Flowing Device Used During this Test? Yes No <input checked="" type="checkbox"/>	22. Oil Produced Prior to Test (New & Reworked Wells) ---	23. Injection Gas-Oil Ratio 9500 CF/bbl	

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Signature: REPRESENTATIVE OF COMPANY MAKING TEST

List of Offset Operators Notified:

No offset operators

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

Date of Notification:

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Edmond R. Taylor
Edmond R. Taylor
REPRESENTATIVE OF COMPANY

Field Supervisor
TITLE

3-8-70
DATE

REMARKS Beneficially J. Howard Marshall assumed operation 1-1-70, however physical operation was not assumed until 2-1-70

DATA ON WELL COMPLETION AND LOG (Not Required on Rates?)

[illegible]

REMARKS

FILE IN DUPLICATE WITH DISTRICT OFFICE OF DISTRICT IN WHICH
WELL IS LOCATED WITHIN THIRTY DAYS AFTER PLUGGING

2. FIELD NAME (See Form W-1)		1. LEASE NAME		1. RRC District
Jimmy Owen (Yegua #1)		Elisha Morris Fee		3
6. OPERATOR				4. RRC Case or File Number
J. Howard Marshall				(85578) 0-7-8
7. ADDRESS				5. Well Number
1320 Esperson Bldg. Houston, Texas 77002				1
8. SURFACE LOCATION				10. County
				Hardin
9a. SECTION, BLOCK AND SURVEY		9b. Distance and Direction to nearest town in this county.		11. Date Drilling Permit Issued
Elisha Morris A-28				
15. Type of Well (Oil, Gas, Dry)	16. Type of Completion (Single, Dual, Etc.)	17. Total Depth	12. Date Drilling Commenced	
Oil	Single	9195		
14. FORM W-1 (Intention to Drill) Filed in Name of			13. Date Drilling Completed	
19. Manner of Placement				
PLUG #1	13	SACKS	TOP	6200
PLUG #2	27	SACKS	TOP	590
PLUG #3	10	SACKS	TOP	0
PLUG #4		SACKS	TOP	
		BOTTOM	6300	
		BOTTOM	690	
		BOTTOM	13	
		BOTTOM		
		TYPE		Common
		TYPE		Common
		TYPE		Common
		TYPE		
20. Was Well filled with Mud-Laden Fluid, according to the regulations of the Railroad Commission		YES X		21. How was Mud applied?
NO				Circulated
23. Depth of Deepest Fresh Water		24. Have all Abandoned Wells on this Lease been Plugged according to RRC Rules?		22. Mud Weight
FEET		YES X		9.5
		NO		LBS/GAL
25. Name and Address of Party Plugging Well				
Texroy Oil Well Salvage Co. P. O. Box 1043, Rosenberg, Texas 77471				
26. Casing and Tubing Record after Plugging				
		PUT IN WELL		LEFT IN WELL
SIZE	FEET	INCHES	FEET	INCHES
9 5/8"	1200		1200	
5 1/2"	7100		6460	
24. Names and Addresses of Surface Owner of Well Site and Operators of Offset Producing Leases				
27. Was Notice given before Plugging to each of the above and RRC District Office?				
YES X NO				

CERTIFICATE:

I declare under penalties prescribed in Article 6006c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Cecil Fudge
Signature: REPRESENTATIVE OF RAILROAD COMMISSION

RRE-3

TITLE

1-18-77

DATE

For Dry Holes, this Form must be accompanied by either a Driller's, Electric, Radioactivity or Acoustical Sonic Log or such Log must be released by Commercial Log Service.

☐ Log attached

☐ Log released to

Date

Type Log

☐ Driller's

☐ Electric

☐ Radioactivity

☐ Acoustical Sonic

REMARKS



State Lease No. M-49802

Well #3

199 03196

Informational Packet

Information contained in this packet:

- Wellbore Data

Disclaimer: Information provided within this Packet is for informational purposes only. The RRC does not warrant or make any representations as to the accuracy or completeness of the information, or as to the information being representative of current conditions. It is Respondent's responsibility to conduct an independent, thorough review of sites, conditions, and information available and related thereto prior to submission of a Proposal. Respondent shall promptly report in writing to the RRC the discovery of any apparent error, omission, or inconsistency in the RFP documents, including this Informational Packet, prior to submission of a Proposal. ***Failure of Respondent to perform an Independent, thorough review of sites, conditions, and information related thereto, and to give proper consideration to the sites, existing conditions, and information related thereto when preparing the Proposal will not constitute grounds for additional compensation.***

OIL WELL POTENTIAL TEST COMPLETION OR RECOMPLETION REPORT AND LOG

1. WELL NAME (as per RRC Records or Wildcat) Jimmie Owen (#3 Yegua)		2. LEASE NAME State Lease H-49802	7. RRC District 3
3. OPERATOR J. HOWARD MARSHALL			8. RRC Lease Number 05911
4. ADDRESS 1320 Esperson Bldg. Houston, Texas 77002			9. Well Number 3
5. If Operator has changed within last 60 Days -- Give former Operator			10. County Hardin-Jasper
6. LOCATION (Section, Range and Survey) ELISHA MORRIS ABST. 28			11. Purpose of Test Initial Potential <input type="checkbox"/> Re-test <input checked="" type="checkbox"/> Reclose <input type="checkbox"/>
12. If Workover -- Give former Field (with Reservoir)	13. Type of Electric or other Log run	14. Completion Date 9-9-73	

Section I

POTENTIAL TEST DATA

15. Date of Test 9-1-73		16. No. of Hours Tested 24		17. Production Method (Flowing, Gas Lift, Jetting, Pumping -- Size & Type of Pump) 2 3/4" x 12" SPMX-72" STROKE		18. Choke Size None	
19. Production for Test Period	Oil - BBLs 30	Gas - MCF 1	Water - BBLs 400	Oil - BBLs 30	Gas - MCF 1	Water - BBLs 400	Flowing Tubing Pressure 20 PSI
20. Calculated 24 Hour Rate	Oil - BBLs 30	Gas - MCF 1	Water - BBLs 400	Oil - BBLs 30	Gas - MCF 1	Water - BBLs 400	Casing Pressure 20 PSI
21. Was Sand or Artificial Flowing Device Used During this Test? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		22. Oil Produced Prior to Test (New & Reworked Wells)				23. Injection Gas-Oil Ratio	

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Edmond B. Taylor
Signature: REPRESENTATIVE OF COMPANY MAKING TEST
Chief of Office Operators Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION
Date of Notification:

Occidental Petroleum Corp.

9-1-73

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Edmond B. Taylor
Signature: REPRESENTATIVE OF COMPANY

Field Supervisor
TITLE

9-3-73
DATE

REMARKS

[illegible]

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-2
Rev. 7/5/66

**OIL WELL POTENTIAL TEST
COMPLETION OR RECOMPLETION REPORT AND LOG**

1. FIELD NAME (as per RRC Records or Waiver) <u>Uppie Owen (#3 Test)</u>		2. LEASE NAME <u>State Lease M-49802</u>		7. RRC District <u>3</u>
3. OPERATOR <u>J. Howard Marshall</u>				8. RRC Lease Number <u>05911</u>
4. ADDRESS <u>1320 Esperan Bldg. Houston, Texas 77002</u>				9. Well Number <u>3</u>
5. If Operator has changed within last 60 Days -- Give former Operator				10. County <u>Hardin - Jasper</u>
6. LOCATION (Section, Block, and Survey) <u>Flinta Morris Abct. 28</u>				11. Purpose of Test Initial Potential <input type="checkbox"/> Debit <input type="checkbox"/> Re-test <input checked="" type="checkbox"/> Re-test <input type="checkbox"/> Re-test <input type="checkbox"/>
12. If Workover -- Give former Field (with Reservoir)		13. Type of Electric or other Log run		14. Completion Date <u>6-9-74</u>

Section I

POTENTIAL TEST DATA

15. Date of Test <u>6-9-74</u>	16. No. of Hours Tested <u>24</u>	17. Production Method (Flowing, Gas Lift, Jetting, Pumping - <u>Pump 2 1 1/2" x 12" SPGR 72" stroke</u>			18. Choke Size <u>None</u>
19. Production for Test Period	Oil - BBLs <u>29</u>	Gas - MCF <u>1</u>	Water - BBLs <u>395</u>	Gas - Oil Ratio <u>ml</u>	Flowing Tubing Pressure <u>20</u> PSI
20. Calculated 24 Hour Rate	Oil - BBLs <u>29</u>	Gas - MCF <u>1</u>	Water - BBLs <u>395</u>	Oil Gravity - API - 60° <u>40.4</u>	Casing Pressure <u>20</u> PSI
21. Was Sub or Artificial Flowing Device Used During this Test? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		22. Oil Produced Prior to Test (New & Re-worked Wells)			23. Injection Gas - Oil Ratio

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Edmond R. Taylor
Signature: REPRESENTATIVE OF COMPANY MAKING TEST
List of Other Operators Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION
Date of Notification:

Occidental Petroleum Corp.

6-9-74

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Edmond R. Taylor
REPRESENTATIVE OF COMPANY

Field Supervisor
TITLE

6-11-74
DATE

REMARKS

DATA ON WELL COMPLETION AND LOG (Not Required on Retest)

REMARKS

000227 1429
ROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-2
Rev. 7/5/66

OIL WELL POTENTIAL TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

1. FIELD NAME (as per RRC Records or Wildcat) <u>JIMMIE OWEN (A-1800A)</u>		2. LEASE NAME <u>State Lease M-49802</u>	7. RRC District <u>3</u>
3. OPERATOR <u>J. HOWARD MARSHALL</u>			8. RRC Lease Number <u>05911</u>
4. ADDRESS <u>1320 Esperson Bldg. Houston, Texas 77002</u>			9. Well Number <u>3</u>
5. If Operator has changed within last 60 Days -- Give former Operator			10. County <u>Hardin-Jasper</u>
6. LOCATION (Section, Block, and Survey) <u>ELISHA MORRIS ABST. 28</u>			11. Purpose of Test Initial Potential <input type="checkbox"/> Re-test <input checked="" type="checkbox"/> Refill <input type="checkbox"/>
12. If Workover -- Give former Field (with Reservoir)		13. Type of Electric or other Log run	14. Completion Date <u>8-9-59</u>

Section I

POTENTIAL TEST DATA

15. Date of Test <u>9-1-75</u>	16. No. of Hours Tested <u>24</u>	17. Production Method (Flowing, Gas Lift, Jetting, Pumping - Size & Type of Pump) <u>PUMP 2 1/4" X 12' SPMT Stroke 72"</u>		18. Choke Size <u>none</u>
19. Production for Test Period	Oil - BBLs <u>12</u>	Gas - MCF <u>1</u>	Water - BBLs <u>575</u>	Flowing Tubing Pressure <u>20</u> PSI
20. Calculated 24 Hour Rate	Oil - BBLs <u>12</u>	Gas - MCF <u>1</u>	Water - BBLs <u>575</u>	Casing Pressure <u>20</u> PSI
21. Was Sub or Artificial Flowing Device Used During this Test? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	22. Oil Produced Prior to Test (New & Reworked Wells)			23. Injection Gas-Oil Ratio

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Edmond R. Taylor
Signature: REPRESENTATIVE OF COMPANY MAKING TEST

Chief of Office Operators Notified:

Occidental Petroleum Corp.

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

Date of Notification:

9-1-75

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Edmond R. Taylor
REPRESENTATIVE OF COMPANY

Field Supervisor
TITLE

9-3-75
DATE

REMARKS

SEP 1 1975

[illegible]

OIL WELL POTENTIAL TEST
COMPLETION OR RECOMPLETION REPORT AND LOG

1. FIELD NAME (As per RRC Records - Wildcat)		2. LEASE NAME		7. RRC District
JIMMIE OWEN (#3 YEGUA)		STATE LEASE M-49802		3
3. OPERATOR				8. RRC Lease Number
J. HOWARD MARSHALL				05911
4. ADDRESS				9. Well Number
1320 Esperson Bldg. Houston, Texas 77002				3
5. If Operator has changed within last 60 Days -- Give former Operator				10. County
				Hardin-Jasper
6. LOCATION (Section, Block, and Survey)		11. Purpose of Test		
ELISHA MORRIS ABST. 28		Initial Potential <input type="checkbox"/>		
12. If Workover -- Give former Field (with Reservoir)		13. Type of Electric or other Log run		Repeat <input checked="" type="checkbox"/>
				Refuse <input type="checkbox"/>
		14. Completion Date		
		8-9-59		

Section I

POTENTIAL TEST DATA

15. Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jetting, Pumping - Size & Type of Pump)		18. Choke Size
10-4-75	24	Pump 2 1/4" x 12" SPHX Stroke 72		none
19. Production for Test Period	Oil - BBLs	Gas - MCF	Water - BBLs	Flowing Tubing Pressure
	45	1	350	20 PSI
20. Calculated 24 Hour Rate	Oil - BBLs	Gas - MCF	Water - BBLs	Casing Pressure
	45	1	350	20 PSI
21. Was Suck or Artificial Flowing Device Used During this Test?	22. Oil Produced Prior to Test (New & Reworked Wells)			23. Injection Gas-Oil Ratio
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Signature: Edmond R. Dayton
REPRESENTATIVE OF COMPANY MAKING TEST
List of Office Operators Notified:

Signature: _____
REPRESENTATIVE OF RAILROAD COMMISSION
Date of Notification:

Occidental Petroleum Corp.

10-2-75

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Signature: Edmond R. Dayton
REPRESENTATIVE OF COMPANY

Field Supervisor
TITLE

10-2-75
DATE

REMARKS

Squeezed and reperforated well in same zone.

REMARKS

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-2
Rev. 6/30/75

OIL WELL POTENTIAL TEST COMPLETION OR RECOMPLETION REPORT AND LOG			
1. FIELD NAME (as per RRC Records or Wildcat)		2. LEASE NAME	
Jimmie Owen (#3 Yegua)		State Lease M-49802	
3. OPERATOR		7. RRC District	
J. HOWARD MARSHALL		3	
4. ADDRESS		8. RRC Lease Number	
1320 Esperson Bldg. Houston, Texas 77002		05911	
5. If Operator has changed within last 60 Days -- Give former Operator		9. Well Number	
		3	
6a. LOCATION (Section, Block, and Survey)		10. County	
Elisha Morris Abst. 28		Hardin-Jasper	
6b. Distance and Direction to nearest town in this county.		11. Purpose of Test	
6 miles East to Buna, Texas		Initial Potential <input type="checkbox"/>	
12. If Workover -- Give former Field (with Reservoir)		Retest <input checked="" type="checkbox"/>	
		Reclass <input type="checkbox"/>	
13. Type of Electric or other Log run		14. Completion Date	
		8-9-59	

Section I

POTENTIAL TEST DATA

15. Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jetting, Pumping -)		18. Choke Size
9-15-76	24	Pump 2" 1/4" X 12" SPM 72" stroke		none
19. Production During Test Period	Oil - BBLs	Gas - MCF	Water - BBLs	Flowing Tubing Pressure
40	40	1	380	20 PSI
20. Calculated 24 Hour Rate	Oil - BBLs	Gas - MCF	Water - BBLs	Coating Pressure
40	40	1	380	20
21. Was Swab or Artificial Flowing Device Used During this Test?		22. Oil Produced Prior to Test (New & Reworked Wells)		23. Injection Gas-Oil Ratio
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Signature: Edmond R. Taylor
REPRESENTATIVE OF COMPANY MAKING TEST
List of Officer Operators Notified and Date Notified:

Signature: _____
REPRESENTATIVE OF RAILROAD COMMISSION
List of Officer Operators Notified and Date Notified:

Occidental Petroleum Corp. 9-14-76

An inclination survey has been run in accordance with Statewide Rule 11 and the results are available upon request. Maximum horizontal displacement was _____ feet at a measured depth of _____ feet.

Signature of Authorized Representative

Name of Company Conducting Survey

I have knowledge that the cementing operations, as reflected by the information found on the reverse side of this form, were performed as indicated by such information.

Signature of Cementor or Authorized Representative

Name of Cementing Company

CERTIFICATE

I declare under penalties prescribed in Article 6036a, R.C.S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Signature: Edmond R. Taylor
REPRESENTATIVE OF COMPANY

Field Supervisor

9-17-76

DATE

24. Type of Completion: New Well <input type="checkbox"/> Deepening <input type="checkbox"/> Plug Back <input type="checkbox"/> Other <input type="checkbox"/>				25. Date Permit Issued 0-12-31	
26. Notice of Intention to Drill this Well was filed in Name of				27. If Special Permit, Give Permit Number	
28. Number of Producing Wells on this Lease in This Field (Reservoir) including this Well			29. Total Number of Acres in this Lease		
30. Date Plug Back, Deepening, Work Over or Drilling Operations: Commenced Completed			31. Distance to Nearest Well, Same Lease & Reservoir		
32. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located East From Line of The West From Lease					
33. Elevation (DP, RKB, RT, GR, ETC)			34. Was Directional Survey Made Yes <input type="checkbox"/> No <input type="checkbox"/>		
35. Top of Pay	36. Total Depth	37. P.B. Depth	38. Surface Casing Determined By: Recommendations of Texas Water Development Board <input type="checkbox"/>		Field Rules <input type="checkbox"/> Railroad Commission (Special) <input type="checkbox"/>
39. Is Well Multiple Completion? Yes <input type="checkbox"/> No <input type="checkbox"/>		40. If Multiple Completion List All Reservoir Names (Completions in this Well)		41. Intervals Drilled By: Rotary Tools Cuts Tools	
42. Name of Drilling Contractor				43. Is Cementing Affidavit Attached? Yes <input type="checkbox"/> No <input type="checkbox"/>	

[illegible]

Size	Top	Bottom	Sacks Cement	Screen

Size	Depth Set	Packer Set	From	To
1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"	From	To
1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"	From	To
1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"	From	To
1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"	1/2" x 1/2" x 1/2"	From	To

[illegible]

Formations	Depth	Formations	Depth
1.
2.
3.
4.
5.
6.
7.
8.

REMARKS

00006307030

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISIONForm W-2
Rev. 7/5/66

OIL WELL POTENTIAL TEST COMPLETION OR RECOMPLETION REPORT AND LOG		7. RRC District 3
1. FIELD NAME (See RRC Records or Wildcat)	2. LEASE NAME	8. RRC Lease Number 05911
Jimmie Owen (Yegua)	State Lease M-49802	9. Well Number 3
3. OPERATOR J. Howard Marshall		10. County Hardin-Jasper
4. ADDRESS 1320 Esperson Building, Houston, Texas 77002		11. Purpose of Test Initial Potential <input type="checkbox"/>
5. If Operator has changed within last 60 Days -- Give former Operator		Retest <input checked="" type="checkbox"/>
6. LOCATION (Section, Block, and Survey) Elisha Morris @ Abst. 28		Reclass <input type="checkbox"/>
12. If Workover -- Give former Field (with Reversal)	13. Type of Electric or Other Log run	14. Completion Date 3-15-59

Section I

POTENTIAL TEST DATA

15. Date of Test 4-14-70	16. No. of Hours Tested 24	17. Production Method (Flowing, Gas Lift, Jetting, Pumping - Size & Type of Pump) Gas Lift	18. Choke Size None
19. Production for Test Period Oil - BBLs 58	Gas - MCF 14.5	Water - BBLs 331	Gas - Oil Ratio 250
20. Calculated 24 Hour Rate Oil - BBLs 58	Gas - MCF 14.5	Water - BBLs 331	Flowing Tubing Pressure 50 PSI
21. Was Swab or Artificial Flowing Device Used During this Test? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	22. Oil Produced Prior to Test (New & Reworked Wells) -----	Oil Gravity - API - 60° 38.2	Casing Pressure 550 PSI
			23. Injection Gas-Oil Ratio 6700

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Signature: Edmond R. Taylor Edmond R. Taylor
Signature: REPRESENTATIVE OF COMPANY MAKING TEST

List of Office Operators Notified:

Occidental Petroleum Corp.

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

Date of Notification:

4-14-70

APR 24 1970

HARRIS, TEXAS

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Signature: Edmond R. Taylor Edmond Taylor
REPRESENTATIVE OF COMPANY

Field Supervisor
TITLE

4-16-70
DATE

REMARKS

DATA ON WELL COMPLETION AND LOG (Not Required on Retest)

[illegible]

REMARKS

0 2 0 0 6 4 7 7 7 1 1

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISIONForm W-2
Rev. 7-5-66

OIL WELL POTENTIAL TEST COMPLETION OR RECOMPLETION REPORT AND LOG			7. RRC District 3
1. FIELD NAME (as per RRC Records or Well Log)		2. LEASE NAME	8. RRC Lease Number 05928
Jimmie Owen (NO. 1 Yegua Sand)		State Lease M49802	9. Well Number 3
3. OPERATOR C. J. Pinner			10. County Jasper
4. ADDRESS 1517 Bank of the Southwest Bldg., Houston, Texas 77002			11. Purpose of Test Initial Potential <input type="checkbox"/>
5. If Operator has changed within last 60 Days -- Give former Operator			Retest <input checked="" type="checkbox"/>
6. LOCATION (Section, Block, and Survey) E. Morris Survey			Reclose <input type="checkbox"/>
12. If Workover -- Give former Field (with Reversion)		13. Type of Electric or other Log run Electric	14. Completion Date 8/19/59

Section I

POTENTIAL TEST DATA

15. Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jetting, Pumping - Size & Type of Pump)			18. Choke Size
7/16/69	24	Pumping			Open
19. Production for Test Period 296	Oil - BBLs 29	Gas - MCF 5.7	Water - BBLs 267	Gas - Oil Ratio 200	Flowing Tubing Pressure 60 PSI
20. Calculated 24 Hour Rate 296	Oil - BBLs 29	Gas - MCF 5.7	Water - BBLs 267	Oil Gravity - API - 60 38.0	Casing Pressure PSI
21. Was Swab or Artificial Flowing Device Used During this Test? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		22. Oil Produced Prior to Test (New & Reworked Wells) 187			23. Injection Gas-Oil Ratio

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Signature: REPRESENTATIVE OF COMPANY MAKING TEST

List of Offset Operators Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

Date of Notification:

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REPRESENTATIVE OF COMPANY

Engineer
TITLEJuly 31, 1969
DATE

REMARKS

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISIONFORM W-3
Rev. 10/78

199-031716 SR

FILE IN DUPLICATE WITH DISTRICT OFFICE OF DISTRICT IN WHICH WELL IS LOCATED WITHIN THIRTY DAYS AFTER PLUGGING		API NO. (if available)		1. RRC District <div style="text-align: center;">3</div>					
				4. RRC Lease or Id. Number <div style="text-align: center;">05911</div>					
2. FIELD NAME (as per RRC Records) <u>Jimmie Owen (Y-Jua #3)</u>		3. Lease Name <u>State Lease #M-49802 Tract 1</u>		5. Well Number <div style="text-align: center;">3</div>					
6. OPERATOR <u>Marshall Petroleum, Inc.</u>		6a. Original Form W-1 Filed in Name of:		10. County <div style="text-align: center;">Jasper</div>					
7. ADDRESS <u>P.O. Box 42808-L</u> <u>Houston, Texas 77042</u>		6b. Any Subsequent W-1's Filed in Name of:		11. Date Drilling Permit Issued					
8. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located		Feet From _____ Line and _____ Feet From _____ Line of the _____ Lease		12. Permit Number					
9a. SECTION, BLOCK, AND SURVEY <u>Elisha Morris (A-28)</u>		9b. Distance and Direction From Nearest Town in this County <u>2 1/4 miles NW of Bessmay, Texas</u>		13. Date Drilling Commenced					
16. Type Well (Oil, Gas, Dry) <u>Oil</u>	Total Depth <u>6702</u>	17. If Multiple Completion List All Field Names and Oil Lease or Gas ID No.'s GAS ID or OIL LEASE # Oil - O Gas - G WELL #			14. Date Drilling Completed				
18. If Gas, Amt. of Cond. on Hand at time of Plugging					15. Date Well Plugged <div style="text-align: center;">1/30/86</div>				
CEMENTING TO PLUG AND ABANDON DATA:		PLUG #1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7	PLUG #8
*19 Cementing Date		012886	012986	012986	013086				
20. Size of Hole or Pipe in which Plug Placed (inches)		7	7	7	7, 10 3/4				
21. Depth to Bottom of Tubing or Drill Pipe (ft.)		6400	2160	867	14				
*22 Sacks of Cement Used (each plug)		25	85	80	5				
*23. Slurry Volume Pumped (cu. ft.)		29.5	100.3	94.4	5.9				
*24. Calculated Top of Plug (ft.)		6300	2040	757	4				
25. Measured Top of Plug (if tagged) (ft.)									
*26. Slurry Wt. #/Gal.		15 1/2	15 1/2	15 1/2	15 1/2				
*27. Type Cement		ClassH	ClassH	ClassH	ClassH				
28. CASING AND TUBING RECORD AFTER PLUGGING		29. Was any Non-Drillable Material (Other than Casing) Left in This Well? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If answer to above is "Yes" state depth to top of "junk" left in hole and briefly describe non-drillable material. (Use Reverse Side of form if more space is needed.)							
SIZE	WT. #/FT.	PUT IN WELL (ft.)	LEFT IN WELL (ft.)	HOLE SIZE (in.)	<div style="transform: rotate(-45deg);">RECORDED MAY 7 1986</div>				
10 3/4		812	812	12					
7		6700	6700	9 7/8					
30. LIST ALL OPEN HOLE AND/OR PERFORATED INTERVALS									
FROM	6446	TO	6454	FROM	<div style="border: 1px solid black; border-radius: 50%; padding: 10px; text-align: center;">222324252627282930 FEB 1986 RECEIVED RRC OF TEXAS HOUSTON, TX</div>				
FROM		TO		FROM					
FROM		TO		FROM					
FROM		TO		FROM					
FROM		TO		FROM					

I have knowledge that the cementing operations, as reflected by the information found on this form, were performed as indicated on such information.
* Designates items to be completed by Cementing Company. Items not so designated shall be completed by Operator.

Signature of Cementer or Authorized Representative

Culberson Well Service, Inc., 2/5/86
Name of Cementing Company

CERTIFICATE:

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REPRESENTATIVE OF COMPANY

TITLE

2-7-86

DATE

Phone 713

A/C

NUMBER

SIGNATURE: REPRESENTATIVE OF RAILROAD COMMISSION

107

31. Was Well filled with Mud-Laden Fluid, according to the regulations of the Railroad Commission <input checked="checked" type="checkbox"/> Yes <input type="checkbox"/> No		32. How was Mud Applied? Pumped thru tbg		33. Mud Weight 9.5 LBS/GAL	
34. Total Depth 6702	Other Fresh Water Zones by T.D.W.R. TOP _____ BOTTOM _____	35. Have all Abandoned Wells on this Lease been Plugged according to RRC Rules? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Depth of Deepest Fresh Water 2100	_____ _____ _____	36. If NO, Explain 			
37. Name and Address of Cementing or Service company who mixed and pumped cement plugs in this well Culberson Well Service, Inc., P.O. Box 2266, Victoria, Texas 77902					Date RRC District Office notified of plugging 1/27/86
38. Names and Addresses of Surface Owner of Well Site and Operators of Offset Producing Leases 					
39. Was Notice Given Before Plugging to Each of the Above?					
FILL IN BELOW FOR DRY HOLES ONLY					
40. For Dry Holes, this Form must be accompanied by either a Driller's, Electric, Radioactivity or Acoustical/Sonic Log or such Log must be released to a Commercial Log Service.					
<input type="checkbox"/> Log Attached <input type="checkbox"/> Log released to _____ Date _____					
Type Logs:					
<input type="checkbox"/> Driller's <input type="checkbox"/> Electric <input type="checkbox"/> Radioactivity <input type="checkbox"/> Acoustical/Sonic					
41. Date FORM P-8 (Special Clearance) Filed?					
42. Amount of Oil produced prior to Plugging _____ bbls*					
* File FORM P-1 (Oil Production Report) for month this oil was produced					
RRC USE ONLY					
Nearest Field _____					

REMARKS _____

Set 7" CIBP @ 6400'.

Perf 7" csg @ 2160' & 867'.

No production csg recovered.

Cut and capped well 4' below ground level.



State Lease No. M-49802

Well #1U

199 03194

Informational Packet

Information contained in this packet:

- Wellbore Data

Disclaimer: Information provided within this Packet is for informational purposes only. The RRC does not warrant or make any representations as to the accuracy or completeness of the information, or as to the information being representative of current conditions. It is Respondent's responsibility to conduct an independent, thorough review of sites, conditions, and information available and related thereto prior to submission of a Proposal. Respondent shall promptly report in writing to the RRC the discovery of any apparent error, omission, or inconsistency in the RFP documents, including this Informational Packet, prior to submission of a Proposal. ***Failure of Respondent to perform an Independent, thorough review of sites, conditions, and information related thereto, and to give proper consideration to the sites, existing conditions, and information related thereto when preparing the Proposal will not constitute grounds for additional compensation.***

**RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION**

Form W-2
Rev. 7/5/66

**OIL WELL POTENTIAL TEST
COMPLETION OR RECOMPLETION REPORT AND LOG**

1. FIELD NAME (as per RRC Records or Wildcat) Jimmie Owen (#1 Yards)		2. LEASE NAME State Lease N-49802	7. RRC District 3
3. OPERATOR J. HOWARD MARSHALL			8. RRC Lease Number 05928
4. ADDRESS 1320 Esperson Bldg. Houston, Texas 77002			9. Well Number 1 U
5. If Operator has changed within last 60 Days -- Give former Operator			10. County Hardin-Jasper
6. LOCATION (Section, Block, and Survey) ELISHA MORRIS ABST. 28		13. Type of Electric or other Log run	11. Purpose of Test Initial Potential <input type="checkbox"/> Re-test <input checked="" type="checkbox"/> Re-log <input type="checkbox"/>
12. If Workover -- Give former Field (with Reservoir)		14. Completion Date 3-15-59	

Section I

POTENTIAL TEST DATA

15. Date of Test 9-2-73	16. No. of Hours Tested 24	17. Production Method (Flowing, Gas Lift, Jetting, Pumping - Size & Type of Pump) PUMP 2 3/4" x 12" SPM 64" STROKE		18. Choke Size None
19. Production for Test Period 20	Oil - BBLs	Gas - MCF	Water - BBLs	Flowing Tubing Pressure 20 PSI
20. Calculated 24 Hour Rate 20	Oil - BBLs	Gas - MCF	Water - BBLs	Casing Pressure 20 PSI
21. Was Swab or Artificial Flowing Device Used During this Test? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		22. Oil Produced Prior to Test (New & Reworked Wells)		23. Injection Gas-Oil Ratio

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Edmond B. Taylor
Signature: REPRESENTATIVE OF COMPANY MAKING TEST
List of Other Operators Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION
Date of Notification:

Occidental Petroleum Corp.

SEP 10 1973
9-2-73

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Edmond B. Taylor
REPRESENTATIVE OF COMPANY

Field Supervisor
TITLE

9-3-73
DATE

REMARKS

SECTION II

DATA ON WELL COMPLETION AND LOG (Not Required on Re-test)

24. Type of Completion:

New Well

Deepening

Plug Back

Other

25. Date Permit Issued

26. Notice of Intention to Drill this Well was filed in Name of

27. If Special Permit, Give Permit Number

28. Number of Producing Wells on this Lease in This Field (Reservoir) including this Well

29. Total Number of Acres in this Lease

30. Date Plug Back, Deepening, Work Over or Drilling Operations:

Commenced

Completed

31. Distance to Nearest Well, Same Lease & Reservoir

32. Location of Well, Relative to Lease Boundaries of Lease on which this Well is Located

Foot From Line of The

Line And

Foot From Lease

33. Elevation (DP, RKB, RT, OR, ETC)

34. Was Directional Survey Made

Yes

No

35. Top of Pay

36. Total Depth

37. P.B. Depth

38. Surface Casing Determined By:

Recommendation of Tester

Field Rules

Railroad Commission (Special)

39. Is Well Multiple Completion?

40. If Multiple Completion List All Reservoir Names (Completions in this Well)

41. Intervals Drilled By:

Rotary Tools

Cable Tools

42. Name of Drilling Contractor

43. Is Cementing Affidavit Attached?

Yes

No

44. CASING RECORD (Report All Strings Set in Well)

Casing Size	Weight LB/FT.	Depth Set	Hole Size	Cementing Record	Amount Pulled

45. LINER RECORD

Size	Top	Bottom	Seals Cement	Screen

46. TUBING RECORD

Size	Depth Set	Packer Set	From	To

47. Producing Interval (this completion) indicate Depth of Perforations or Open Hole

From	To

48. ACID, SHOT, FRACTURE, CEMENT SQUEEZE, ETC.

Depth Interval	Amount and Kind of Material Used

49. FORMATION RECORD (LIST DEPTHS OF PRINCIPAL GEOLOGICAL MARKERS AND FORMATION TOPS)

Formations	Depth	Formations	Depth

REMARKS

0 0 2 2 7 1 4 2 1

**RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION**

Form W-2
Rev. 7/5/66

OIL WELL POTENTIAL TEST COMPLETION OR RECOMPLETION REPORT AND LOG			
1. FIELD NAME (NRC Record or District)		2. LEASE NAME	
Simile Owen (#1 Yagua)		State Lease M-49802	
3. OPERATOR		7. NRC District	
J. Howard Marshall		3	
4. ADDRESS		8. NRC Lease Number	
1320 Empson Bldg. Houston, Texas 77004		03928	
5. If Operator has changed within last 60 Days -- Give former Operator		9. Well Number	
		17	
6. LOCATION (Section, Block, and Survey)		10. County	
Elisha Morris Abst. 23		Hardin-Jasper	
12. If Workover -- Give former Field (with Reservoir)		11. Purpose of Test	
		Initial Potential <input type="checkbox"/> Delay <input type="checkbox"/> Over <input type="checkbox"/> Retest <input checked="" type="checkbox"/> Release <input type="checkbox"/>	
13. Type of Electric or other Log run		14. Completion Date	
		3-15-59	

Section I POTENTIAL TEST DATA					
15. Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jetting, Pumping - Size & Type of Pump)			18. Choke Size
6-8-74	24	Pump 2 1/4" x 12" SPX 64" Stroke			None
19. Production for Test Period	Oil - BBLs	Gas - MCF	Water - BBLs	Gas - Oil Ratio	Flowing Tubing Pressure
	21	1	410	N47	20 PSI
20. Calculated 24 Hour Rate	Oil - BBLs	Gas - MCF	Water - BBLs	Oil Gravity - API - 60°	Casing Pressure
	21	1	410	35.4	20 PSI
21. Was Swab or Artificial Flowing Device Used During this Test?		22. Oil Produced Prior to Test (New & Reworked Wells)			23. Injection Gas - Oil Ratio
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>					

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Edmond R. Taylor
Signature: REPRESENTATIVE OF COMPANY MAKING TEST
List of Offset Operators Notified:

Occidental Petroleum Corp.

Signature: REPRESENTATIVE OF RAILROAD COMMISSION
Date of Notification: 6-8-74

6-8-74

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Edmond R. Taylor Field Supervisor
REPRESENTATIVE OF COMPANY
TITLE

6-9-74
DATE

REMARKS

DATA ON WELL COMPLETION AND LOG (No. Required on Report)

24. Type of Completion: New Well <input type="checkbox"/> Deepening <input type="checkbox"/> Plug Back <input type="checkbox"/> Other <input type="checkbox"/>				25. Date Permit Issued	
26. Notice of Intention to Drill this Well was filed in Name of				27. If Special Permit, Give Permit Number	
28. Number of Producing Wells on this Lease in This Field (Reservoir) including this Well				29. Total Number of Acres in this Lease	
30. Date Plug Back, Deepening, Work Over or Drilling Operations:		Commenced		Completed	
32. Location of Well, Relative to Lease Boundaries of Lease on which this Well is Located		Foot From Line of The		Foot From Line And	
33. Elevation (OP, RKB, RT, OR, ETC)		34. Was Directional Survey Made		Yes <input type="checkbox"/> No <input type="checkbox"/>	
36. Top of Pay	36. Total Depth	37. P.B. Depth	38. Surface Casing Determined By:	Recommendation <input type="checkbox"/>	Field Rules <input type="checkbox"/>
39. Is Well Multiple Completion? Yes <input type="checkbox"/> No <input type="checkbox"/>		40. If Multiple Completion List All Reservoir Names (Completions in this Well)		41. Intervals Drilled By:	Rotary Tools <input type="checkbox"/> Cable Tools <input type="checkbox"/>
42. Name of Drilling Contractor				43. Is Cementing Affidavit Attached? Yes <input type="checkbox"/> No <input type="checkbox"/>	

[illegible]

43.	LINER RECORD			
Size	Top	Bottom	Sacks Cement	Screen

46.	TUBING RECORD			47. Producing Interval (this completion) Indicate Depth of Perforations or Open Hole	
	Size	Depth Set	Packer Set	From	To
				From	To
				From	To
				From	To
				From	To

[illegible][illegible]REMARKS _____

OIL WELL POTENTIAL TEST COMPLETION OR RECOMPLETION REPORT AND LOG		
1. FIELD NAME (as per RRC Records or Well Log)	2. LEASE NAME	7. RRC District
JIMMIE OWEN (#1 YECUA)	STATE LEASE W-49802	3
3. OPERATOR		8. RRC Permit Number
J. HOWARD MARSHALL		05928
4. ADDRESS		9. Well Number
1320 Esperson Bldg. Houston, Texas 77002		1 U
5. If Operator has changed within last 60 Days -- Give former Operator		10. County
		Hardin-Jasper
6. LOCATION (Section, Twp., and Range)		11. Purpose of Test
ELISHA MORRIS ABST. 28		Initial Potential <input type="checkbox"/>
12. If Workover -- Give former Field (with Measurement)	13. Type of Electric or other Log run	Reset <input checked="" type="checkbox"/>
		Reclose <input type="checkbox"/>
		14. Completion Date
		3-15-59

Section 1

POTENTIAL TEST DATA

15. Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jetting, Pumping - Size & Type of Pump)		18. Choke Size
9-2-75	24	Pump 2 1/4" x 12" SPX 64" St. rotor		none
19. Production for Test Period	Oil - BBLs	Gas - MCF	Water - BBLs	Flowing Tubing Pressure
	11	1	612	20 PS
20. Calculated 24 Hour Rate	Oil - BBLs	Gas - MCF	Water - BBLs	Casing Pressure
	11	1	612	20 PS
21. Was Such or Artificial Flowing Device Used During this Test?	22. Oil Produced Prior to Test (New & Reworked Wells)			23. Injection Gas-Oil Ratio
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Edmond R. Jasper
Signature: REPRESENTATIVE OF COMPANY MAKING TEST
List of Other Operators Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION
Date of Notification:

Occidental Petroleum Corp.

9-1-75

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Edmond R. Jasper
REPRESENTATIVE OF COMPANY
Field Supervisor
TITLE

9-3-75

DATE

REMARKS



✱

[illegible]

000007 112
RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

Form W-2
Rev. 7/5/66

**OIL WELL POTENTIAL TEST
COMPLETION OR RECOMPLETION REPORT AND LOG**

1. FIELD NAME (See per RRC Records or Well Log) JOHNNIE OWEN (#1 YEGUA)		2. LEASE NAME STATE LEASE M-49802	7. RRC District 3
3. OPERATOR J. HOWARD MARSHALL		8. RRC Lease Number 05928	9. Well Number 1 U
4. ADDRESS 1320 Esperson Bldg. Houston, Texas 77002		10. County Hardin-Jasper	
5. If Operator has changed within last 60 Days -- Give former Operator		11. Purpose of Test Initial Potential <input type="checkbox"/> Repeat <input checked="" type="checkbox"/> Redress <input type="checkbox"/>	
6. LOCATION (Section, Block, and Survey) ELISHA MORRIS ABST. 28		12. If Workover -- Give former Field (with Reservoir)	
13. Type of Electric or other Log run		14. Completion Date 3-15-59	

Section I

POTENTIAL TEST DATA

15. Date of Test 10-3-75	16. No. of Hours Tested 24	17. Production Method (Flowing, Gas Lift, Jetting, Pumping -) Pump 2 3/4" x 12" SPMX-64" Stroke		18. Choke Size none
19. Production for Test Period	Oil - BBLs 30	Gas - MCF 1	Water - BBLs 600	Flowing Tubing Pressure 20 PSI
20. Calculated 24 Hour Rate	Oil - BBLs 30	Gas - MCF 1	Water - BBLs 600	Casing Pressure 20 PSI
21. Was Sub or Artificial Flowing Device Used During this Test? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		22. Oil Produced Prior to Test (New & Reworked Wells)		23. Injection Gas-Oil Ratio

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Edmond B. Taylor
Signature: REPRESENTATIVE OF COMPANY MAKING TEST
Chief of Office Operators Notified:

Occidental Petroleum Corp.

Signature: REPRESENTATIVE OF RAILROAD COMMISSION
Date of Notification:
10-2-1975
OCT 14 1975
HOUSTON, TEXAS

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C. S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

Edmond B. Taylor
REPRESENTATIVE OF COMPANY
Field Supervisor
TITLE
10-8-75
DATE
REMARKS: Ran bigger pump.

00006370010

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISIONForm W-2
Rev. 7-5-66

OIL WELL POTENTIAL TEST COMPLETION OR RECOMPLETION REPORT AND LOG		
1. FIELD NAME (Use per RRC Records or Well Log)		7. RRC District
Jimmie Owen (No. 1 Yegua Sand)		3
2. LEASE NAME		8. RRC Lease Number
State Lease M49802		05928
3. OPERATOR		9. Well Number
C. J. Pinner		1 UT
4. ADDRESS		10. County
1517 Bank of the Southwest Bldg., Houston, Texas 77002		Jasper
5. If Operator has changed within last 60 Days -- Give former Operator		11. Purpose of Test
		Initial Potential <input type="checkbox"/>
6. LOCATION (Section, Block, and Survey)		Retest <input checked="" type="checkbox"/>
E. Morris Survey		Reclass <input type="checkbox"/>
12. If Workover -- Give former Field (with Reserve)		13. Type of Electric or other Log run
		Electric
		14. Completion Date
		3/26/59

Section I

POTENTIAL TEST DATA

15. Date of Test	16. No. of Hours Tested	17. Production Method (Flowing, Gas Lift, Jetting, Pumping - Size & Type of Pump)			18. Choke Size
7/16/69	24	Pumping			Open
19. Production for Test Period	Oil - BBLs	Gas - MCF	Water - BBLs	Gas - Oil Ratio	Flowing Tubing Pressure
328	28.5	4.6	299.5	160	60 PSI
20. Calculated 24 Hour Rate	Oil - BBLs	Gas - MCF	Water - BBLs	Oil Gravity - API - 60°	Casing Pressure
328	28.5	4.6	299.5	38.2 ✓	----- PSI
21. Was Swab or Artificial Flowing Device Used During this Test?		22. Oil Produced Prior to Test (New & Reworked Wells)			23. Injection Gas-Oil Ratio
Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		136			

NOTE: TEST SHOULD BE FOR 24 HOURS UNLESS OTHERWISE SPECIFIED IN FIELD RULES

INSTRUCTIONS: All potential test Forms, with all information requested thereon filled in, shall be filed in the District Office of the Railroad Commission not later than ten (10) days after the test is completed and, should the operator fail to file potential test in an acceptable Form within the ten (10) days as specified, then the effective date of the allowable resulting from such test shall not extend back more than ten (10) days prior to receipt and acceptance of the potential test Form in the District Office. This Ten-Day provision shall govern regardless of whether the potential test is taken during the month in which it is received in the District Office or any prior month. Fill in only the front of this Form when reporting only a potential test; if well is newly completed or recompleted, fill in reverse side also.

EACH WITNESS MUST PERSONALLY SIGN.

We, the undersigned, witnessed this test, by observation of meter readings, or the top and bottom gauges of each tank, whichever is applicable, into which production was run during duration of this test.

Signature: REPRESENTATIVE OF COMPANY MAKING TEST

List of Offset Operators Notified:

Signature: REPRESENTATIVE OF RAILROAD COMMISSION

Date of Notification:

CERTIFICATE:

I declare under penalties prescribed in Article 6036c, R. C.S., that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REPRESENTATIVE OF COMPANY

Engineer
TITLEJuly 31, 1969
DATE

REMARKS

DATA ON WELL COMPLETION AND LOG (Not Required on Retest)

[illegible]

REMARKS

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

199-03194

API NO. (if available)		1 RRC District 3	
FILE IN DUPLICATE WITH DISTRICT OFFICE OF DISTRICT IN WHICH WELL IS LOCATED WITHIN THIRTY DAYS AFTER PLUGGING		RRC Lease or Id. Number 05928	
2. FIELD NAME (as per RRC Records) Jimmie Owen (Yegua #1)		3. Lease Name State Lease #M49802 Tract 1	
6. OPERATOR Marshall Petroleum, Inc.		5. Well Number 1-u	
7. ADDRESS P.O. Box 42808-L Houston, Texas 77042		6a. Original Form W-1 Filed in Name of	
8. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located		6b. Any Subsequent W-1's Filed in Name of	
9a. SECTION, BLOCK, AND SURVEY Elisha Morris (A-28)		9b. Distance and Direction From Nearest Town in this County 2 1/4 miles NW of Bessmay, Tx.	
16. Type Well (Oil, Gas, Dry) Oil		17. If Multiple Completion List All Field Names and Oil Lease or Gas ID No.'s GAS ID or OIL LEASE #	
Total Depth 6697		Oil - O Gas - G WELL #	
18. If Gas, Amt. of Cond. on Hand at time of Plugging		10. County Hardin (Jasper)	
		11. Date Drilling Permit Issued	
		12. Permit Number	
		13. Date Drilling Commenced	
		14. Date Drilling Completed	
		15. Date Well Plugged 1/17/86	
CEMENTING TO PLUG AND ABANDON DATA:			
PLUG #1	PLUG #2	PLUG #3	PLUG #4
011686	011786	011786	011786
20. Size of Hole or Pipe in which Plug Placed (inches)	7	7	7
21. Depth to Bottom of Tubing or Drill Pipe (ft.)	4150	2160	878
22. Sacks of Cement Used (each plug)	0	85	80
23. Slurry Volume Pumped (cu. ft.)	11.8	100.3	94.4
24. Calculated Top of Plug (ft.)	4100	2040	768
25. Measured Top of Plug (if tagged) (ft.)			
26. Slurry Wt. #/Gal.	15 1/2	15 1/2	15 1/2
27. Type Cement	ClassH	ClassH	ClassH
28. CASING AND TUBING RECORD AFTER PLUGGING			
SIZE	WT. #/FT.	PUT IN WELL (ft.)	LEFT IN WELL (ft.)
10 3/4		823	823
7		6697	6697
29. Was any Non-Drillable Material (Other than Casing) Left in This Well <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
29a. If answer to above is "Yes" state depth to top of "junk" left in hole and briefly describe non-drillable material. (Use Reverse Side of Form if more space is needed.)			
30. LIST ALL OPEN HOLE AND/OR PERFORATED INTERVALS			
FROM	4202	TO	4208
FROM		TO	
FROM		TO	
FROM		TO	
FROM		TO	

I have knowledge that the cementing operations, as reflected by the information found on this form, were performed as indicated by such information.

* Designates items to be completed by Cementing Company. Items not so designated shall be completed by Operator.

Signature of Cementer or Authorized Representative

Culberson Well Service, Inc., 1/23/86
Name of Cementing Company

CERTIFICATE:

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REPRESENTATIVE OF COMPANY

TITLE

DATE

Phone 713 690-4321

A/C

NUMBER

SIGNATURE: REPRESENTATIVE OF RAILROAD COMMISSION

31. Was Well filled with Mud-Laden Fluid, according to the regulations of the Railroad Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		32. How was Mud Applied? <div style="text-align: center;">Pumped thru tbg</div>		33. Mud Weight <div style="text-align: center;">9.7 LBS/GAL</div>	
34. Total Depth <div style="text-align: center;">6697</div>	Other Fresh Water Zones by T.D.W.R. <div style="display: flex; justify-content: space-between;"> <div>TOP</div> <div>BOTTOM</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; border-bottom: 1px solid black;"></div> <div style="width: 45%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; border-bottom: 1px solid black;"></div> <div style="width: 45%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; border-bottom: 1px solid black;"></div> <div style="width: 45%; border-bottom: 1px solid black;"></div> </div>	35. Have all Abandoned Wells on this Lease been Plugged according to RRC Rules? <div style="float: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>			
Depth of Deepest Fresh Water <div style="text-align: center;">2100</div>		36. If NO, Explain			
37. Name and Address of Cementing or Service company who mixed and pumped cement plugs in this well <div style="text-align: center;">Culberson Well Service, Inc., P.O. Box 2266, Victoria, Texas 77902</div>					Date RRC District Office notified of plugging <div style="text-align: center;">1/14/86</div>
38. Names and Addresses of Surface Owner of Well Site and Operators of Offset Producing Leases <div style="border-bottom: 1px solid black; height: 15px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>					
39. Was Notice Given Before Plugging to Each of the Above?					
FILL IN BELOW FOR DRY HOLES ONLY					
40. For Dry Holes, this Form must be accompanied by either a Driller's, Electric, Radioactivity or Acoustical/Sonic Log or such Log must be released to a Commercial Log Service.					
<div style="display: flex; justify-content: space-between;"> <div> <input type="checkbox"/> Log Attached </div> <div> <input type="checkbox"/> Log released to _____ Date _____ </div> </div>					
Type Logs:					
<div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Driller's</div> <div><input type="checkbox"/> Electric</div> <div><input type="checkbox"/> Radioactivity</div> <div><input type="checkbox"/> Acoustical/Sonic</div> </div>					
41. Date FORM P-8 (Special Clearance) Filed?					
42. Amount of Oil produced prior to Plugging _____ bbls*					
* File FORM P-1 (Oil Production Report) for month this oil was produced					
RRC USE ONLY					
Nearest Field _____					

REMARKS

Set 7" CIBP @ 4150'.

Perf 7" csg @ 2160' & 878'.

No production csg recovered.

Cut and capped well 4' below ground level.

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISIONFORM W-3
Rev. 10/78

199-03194

API NO. (if available)		1 RRC District 3
FILE IN DUPLICATE WITH DISTRICT OFFICE OF DISTRICT IN WHICH WELL IS LOCATED WITHIN THIRTY DAYS AFTER PLUGGING		RRC Lease or Id. Number 05928
2. FIELD NAME (as per RRC Records) Jimmie Owen (Yegua #1)	3. Lease Name State Lease #M49802 Tract 1	5. Well Number 1-u
6. OPERATOR Marshall Petroleum, Inc.	6a. Original Form W-1 Filed in Name of	10 County Hardin (Jasper)
7. ADDRESS P.O. Box 42808-L Houston, Texas 77042	6b. Any Subsequent W-1's Filed in Name of	11. Date Drilling Permit Issued
8. Location of Well, Relative to Nearest Lease Boundaries of Lease on which this Well is Located	Feet From Line and Feet From Line of the Lease	12. Permit Number
9a. SECTION, BLOCK, AND SURVEY Elisha Morris (A-28)	9b. Distance and Direction From Nearest Town in this County 2 1/4 miles NW of Bessmay, Tx.	13. Date Drilling Commenced
16. Type Well (Oil, Gas, Dry) Oil	Total Depth 6697	14. Date Drilling Completed
17. If Multiple Completion List All Field Names and Oil Lease or Gas ID No.'s GAS ID or OIL LEASE #	Oil - O Gas - G	WELL #
18. If Gas, Amt. of Cond. on Hand at time of Plugging		15. Date Well Plugged 1/17/86

CEMENTING TO PLUG AND ABANDON DATA:	PLUG #1	PLUG #2	PLUG #3	PLUG #4	PLUG #5	PLUG #6	PLUG #7	PLUG #8
*19. Cementing Date	011686	011786	011786	011786				
20. Size of Hole or Pipe in which Plug Placed (inches)	7	7	7	7				
21. Depth to Bottom of Tubing or Drill Pipe (ft.)	4150	2160	878	32				
*22. Sacks of Cement Used (each plug)	0	85	80	5				
*23. Slurry Volume Pumped (cu. ft.)	11.8	100.3	94.4	5.9				
*24. Calculated Top of Plug (ft.)	4100	2040	768	4				
25. Measured Top of Plug (if tagged) (ft.)								
*26. Slurry Wt. #/Gal.	15 1/2	15 1/2	15 1/2	15 1/2				
*27. Type Cement	ClassH	ClassH	ClassH	ClassH				

RECORD CODIFICATION
MAR 31 1986

28. CASING AND TUBING RECORD AFTER PLUGGING					29. Was any Non-Drillable Material (Other than Casing) Left in This Well <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
SIZE	WT. #/FT.	PUT IN WELL (ft.)	LEFT IN WELL (ft.)	HOLE SIZE (in.)	29a. If answer to above is "Yes" state depth to top of "junk" left in hole and briefly describe non-drillable material. (Use Reverse Side of Form if more space is needed.)
10 3/4		823	823	12	
7		6697	6697	9 7/8	

30. LIST ALL OPEN HOLE AND/OR PERFORATED INTERVALS					
FROM	4202	TO	4208	FROM	TO
FROM		TO		FROM	TO
FROM		TO		FROM	TO
FROM		TO		FROM	TO
FROM		TO		FROM	TO

I have knowledge that the cementing operations, as reflected by the information found on this form, were performed as indicated by such information.
 * Designates items to be completed by Cementing Company. Items not so designated shall be completed by Operator.

Signature of Cementer or Authorized Representative: [Signature]
 Name of Cementing Company: Culberson Well Service, Inc., 1/23/86

CERTIFICATE:

I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that I am authorized to make this report, that this report was prepared by me or under my supervision and direction, and that data and facts stated therein are true, correct, and complete, to the best of my knowledge.

REPRESENTATIVE OF COMPANY: [Signature] TITLE: Oper. Mgr. DATE: 2-3-86 Phone: 713 690-4321
 A/C NUMBER

SIGNATURE: REPRESENTATIVE OF RAILROAD COMMISSION

31. Was Well filled with Mud-Laden Fluid, according to the regulations of the Railroad Commission <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		32. How was Mud Applied? <div style="text-align: center;">Pumped thru tbg</div>		33. Mud Weight <div style="text-align: center;">9.7 LBS/GAL</div>	
34. Total Depth <div style="text-align: center;">6697</div>	Other Fresh Water Zones by T.D.W.R. <div style="display: flex; justify-content: space-between;"> <div>TOP</div> <div>BOTTOM</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; border-bottom: 1px solid black;"></div> <div style="width: 45%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; border-bottom: 1px solid black;"></div> <div style="width: 45%; border-bottom: 1px solid black;"></div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%; border-bottom: 1px solid black;"></div> <div style="width: 45%; border-bottom: 1px solid black;"></div> </div>	35. Have all Abandoned Wells on this Lease been Plugged according to RRC Rules? <div style="float: right;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>			
Depth of Deepest Fresh Water <div style="text-align: center;">2100</div>		36. If NO, Explain			
37. Name and Address of Cementing or Service company who mixed and pumped cement plugs in this well <div style="text-align: center;">Culberson Well Service, Inc., P.O. Box 2266, Victoria, Texas 77902</div>					Date RRC District Office notified of plugging <div style="text-align: center;">1/14/86</div>
38. Names and Addresses of Surface Owner of Well Site and Operators of Offset Producing Leases <div style="border-bottom: 1px solid black; height: 15px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>					
39. Was Notice Given Before Plugging to Each of the Above?					
FILL IN BELOW FOR DRY HOLES ONLY					
40. For Dry Holes, this Form must be accompanied by either a Driller's, Electric, Radioactivity or Acoustical/Sonic Log or such Log must be released to a Commercial Log Service.					
<div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Log Attached</div> <div><input type="checkbox"/> Log released to _____ Date _____</div> </div>					
Type Logs:					
<div style="display: flex; justify-content: space-between;"> <div><input type="checkbox"/> Driller's</div> <div><input type="checkbox"/> Electric</div> <div><input type="checkbox"/> Radioactivity</div> <div><input type="checkbox"/> Acoustical/Sonic</div> </div>					
41. Date FORM P-8 (Special Clearance) Filed?					
42. Amount of Oil produced prior to Plugging _____ bbls*					
* File FORM P-1 (Oil Production Report) for month this oil was produced					
RRC USE ONLY					
Nearest Field _____					

REMARKS

Set 7" CIBP @ 4150'.

Perf 7" csg @ 2160' & 878'.

No production csg recovered.

Cut and capped well 4' below ground level.

RESPONDENT'S STATEMENTS AND COVENANTS

By signature hereto, Respondent makes and agrees to the following certifications, covenants, representations, statements, and warranties, as applicable:

1. The provisions in **RFP No. 455-22-1021B** apply to Respondent and all of Respondent's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or who otherwise are interested in the RFP or the Contract arising therefrom.
2. Respondent certifies Respondent's intent to furnish the requested goods and/or services at the prices quoted in its Response, and notwithstanding any disclaimers in Respondent's Response and notwithstanding any other provision of the RFP or the Contract to the contrary, Respondent warrants and guarantees that all goods and services shall meet all specifications of the Contract.
3. Respondent certifies Respondent's prices include all costs of Respondent in providing the requested items that meet all specifications of this RFP, and that its prices will remain firm for acceptance for a minimum of one hundred eighty (180) calendar days from deadline for submission of Response or issuance of Work Order.
4. Each of Respondent's employees, including replacement employees hired in the future, shall possess the qualifications, education, training, experience, and certifications required to perform the services in the manner required by the RFP.
5. Respondent represents and warrants that Respondent's provision of goods and/or services, or other performance under the Contract, will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
6. Pursuant to Texas Government Code Section 2155.003, Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
7. Respondent represents and warrants that RRC's payments to Respondent and Respondent's receipt of appropriated or other funds under the Contract are not prohibited by Texas Government Code §§556.005 or 556.0055.
8. Respondent represents and warrants that it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Texas Tax Code Chapter 171. In addition, if Respondent is an individual not residing in Texas or a business entity not incorporated in or whose principal domicile is not in Texas, the following certification applies:

Vendor certifies that it holds a permit issued by the Texas Comptroller to collect or remit all state and local sales and use taxes that become due and owing as a result of the individual's or entity's business in Texas or certifies that it does not sell tangible personal property or services that are subject to the state and local sales and use tax.

9. Respondent represents and warrants that Respondent shall pay all taxes or similar amounts resulting from this Contract, including, but not limited to, any federal, state, or local income, sales, or excise taxes of Respondent and Respondent's employees. RRC shall not be liable for any taxes resulting from this Contract.
10. Respondent represents and warrants that in accordance with Texas Government Code §2155.005, neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent, nor anyone acting for such a firm, corporation or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Texas Business and Commerce Code Chapter 15, or the federal antitrust laws, or (2) communicated

RESPONDENT'S STATEMENTS AND COVENANTS

11. directly or indirectly the contents of this Response to any competitor or any other person engaged in the same line of business as Respondent.

Respondent assigns to RRC all of Respondent's rights, title and interest in and to all claims and causes of action Respondent may have under the antitrust laws of Texas or the United States for overcharges associated with this RFP or any resulting contract.

12. By submitting a Response, Respondent represents and warrants that the individual submitting this ***Respondent's Statements and Covenants*** and the documents made part of the Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of the Response.

13. Respondent certifies that if a Texas address is shown as the address of Respondent within the Response, Respondent qualifies as a Texas Bidder as defined in Texas Government Code §2155.444(c).

14. Under Texas Family Code §231.006, regarding child support, Respondent certifies that the individual or business entity named in the Response and any Contract resulting from the Response to this RFP is not ineligible to receive the specified payment and acknowledges that the Contract may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, pursuant to Texas Family Code §231.006(j), in event of Contract award, Respondent agrees to provide, prior to Contract award, the name and Social Security Number for each person with 25% or greater ownership interest in the business entity.

15. Under Texas Government Code §669.003, Respondent certifies that it does not employ, or has disclosed its employment of, any former executive head of RRC. Respondent must provide the following information in the Response.

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Respondent: _____

Date of Employment with Respondent: _____

16. Respondent has not been the subject of allegations of deceptive trade practices violations under Texas Business and Commerce Code Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit, and Respondent has not been found to be liable for such practices in such proceedings.

Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of deceptive trade practice violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.

17. In accordance with Texas Government Code §2155.4441, Respondent agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

18. Pursuant to Texas Government Code §2271.002, Respondent certifies that either (i) it meets an exemption criterion under Texas Government Code §2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the Contract resulting from this solicitation. **Respondent shall state any facts that make it exempt from the boycott certification in its Proposal.**

19. Pursuant to Texas Government Code §2272.003, Respondent certifies that either (i) it meets an exemption criterion under Texas Government Code §2272.002; or (ii) it is not an abortion provider or an affiliate of an abortion provider during the term of the Contract resulting from this solicitation.

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20. Pursuant to Texas Government Code §2274.002, Respondent certifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract.
21. Pursuant to Texas Government Code §2274.002, Respondent certifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association.
22. Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code §2252.152.
23. Respondent certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
24. If Respondent is submitting a Response for the purchase or lease of computer equipment, then Respondent certifies its compliance with Texas Health and Safety Code Chapter 361, Subchapter Y, and Texas Commission on Environmental Quality rules in 30 TAC Chapter 328.
25. Respondent shall ensure that any Respondent employee or subcontractor employee who has access to a state computer system or database shall complete a cybersecurity training program certified under Texas Government Code §2054.519. Such training is required to occur during the Contract term and the renewal period. Respondent shall provide RRC with verification of the completion of the requisite training.
26. Respondent represents and warrants that within the five (5) calendar years immediately preceding the submission of the Response, Respondent is not aware of and has received no notice of any court or governmental agency actions, proceedings, or investigations, etc., pending or threatened against Respondent, or any of the individuals or entities included in Respondent's Response, that would or could impair Respondent's performance under any contract resulting from this RFP, relate to the solicited or similar goods or services, or otherwise be relevant to RRC's consideration of the Response. If Respondent is unable to make such representation and warranty, Respondent instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under any contract resulting from this RFP, relate to the solicited or similar goods or services, or otherwise be relevant to RRC's consideration of the Response. In addition, Respondent represents and warrants that it shall notify RRC in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update RRC shall constitute breach of contract and may result in immediate termination of any agreement resulting from this RFP.
27. Respondent represents and warrants that Respondent and each of Respondent's subcontractors have the requisite resources, qualifications, and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of RRC's objectives.
28. Respondent represents and warrants that neither Respondent nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, identified in the Response has been convicted of a felony criminal offense, or that if such a conviction has occurred Respondent has fully advised RRC of the facts and circumstances in its Response.
29. Respondent has read and agrees to all terms and conditions of this RFP, unless Respondent specifically takes an exception and proposes an alternative provision in Respondent's Response (see RFP section 2.8 Exception to Provisions.)
30. Pursuant to Texas Government Code §572.069, Respondent warrants and certifies Respondent will not employ any former state officer or employee, including an RRC officer or employee, who in any manner participated in a procurement process or contract negotiations for RRC involving Respondent within two (2) years after the date that

RESPONDENT'S STATEMENTS AND COVENANTS

the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers and employees whose state service or employment ceased on or after September 1, 2015.

Respondent shall disclose any current or former employees or subcontractors who are current or former employees of the State of Texas and shall disclose their role or position relative to the provision of services under

the Contract, as well as their hire or contract date. Respondent shall also disclose any proposed personnel who are related by marriage or within the second degree of consanguinity to any current or former employees of the State.

Failure to fully disclose the information required under this paragraph may result in disqualification of Respondent's Response or termination of the Contract.

31. Respondent represents and warrants that if selected for award of a Contract arising from this RFP, prior to submitting the signed Contract to RRC, Vendor shall comply with Texas Government Code §2252.908, relating to Disclosure of Interested Parties, by accessing the Texas Ethics Commission ("TEC") portal (ethics.state.tx.us/...form1295), reviewing the instructional video, creating a username and password, and completing and electronically filing with the TEC the "Certificate of Interested Parties".
32. Respondent certifies that for contracts for services Respondent shall utilize the [U.S. Department of Homeland Security's E-Verify system](#) during the term of the Contract to determine the eligibility of:
 - a) All persons employed by Respondent to perform duties within Texas; and
 - b) All persons, including subcontractors, assigned by Respondent to perform work pursuant to the Contract, within the United States of America.

If it is determined that Respondent has violated the certification set forth in this section, the (1) Respondent shall be in breach of the Contract, (2) RRC shall have the option to terminate the Contract for cause without prior notice, and (3) in addition to any other rights or remedies available to RRC under the Contract, Respondent shall be responsible for all costs incurred by RRC to obtain substitute services to replace the terminated Contract.

33. Respondent acknowledges and agrees that, to the extent Respondent owes any debt including, but not limited to, delinquent taxes, delinquent student loans, and child support owed to the State of Texas, any payments or other amounts Respondent is otherwise owed under the Contract may be applied toward any debt Respondent owes the State of Texas until the debt is paid in full. These provisions are effective at any time Respondent owes any such debt or delinquency.
34. In accordance with Texas Government Code §552.372, Respondent agrees to (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to RRC for the duration of the Contract, (2) promptly provide to RRC any contracting information related to the Contract that is in the custody or possession of the Respondent on request of RRC, and (3) on termination or expiration of the Contract, either provide at no cost to RRC all contracting information related to the Contract that is in the custody or possession of the Respondent or preserve the contracting information related to the Contract as provided by the records retention requirements applicable to RRC. Except as provided by Texas Government Code §552.374(c), the requirements of Texas Government Code Chapter 552, Subchapter J, may apply to the Contract and the Respondent agrees that the Contract can be terminated if the Respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

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35. Pursuant to 34 [Texas Administrative Code §20.306](#), if applicable to the RFP, Respondent claims the preference(s) checked below:
- | | |
|--|--|
| <input type="checkbox"/> Supplies, materials, or equipment produced in TX or Offered by TX bidder or TX bidder that is owned by a service-disabled veteran | <input type="checkbox"/> Rubberized asphalt paving material |
| <input type="checkbox"/> Agricultural products produced or grown in TX | <input type="checkbox"/> Foods of Higher Nutritional Value |
| <input type="checkbox"/> Agricultural products and services Offered by TX bidders | <input type="checkbox"/> Recycled motor oil and lubricants |
| <input type="checkbox"/> USA produced supplies, materials, or equipment | <input type="checkbox"/> Products produced at facilities located on formerly contaminated property |
| <input type="checkbox"/> Products of persons with mental or physical disabilities | <input type="checkbox"/> Products and services from economically depressed or blighted areas |
| <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel | <input type="checkbox"/> Contractors that meet or exceed air quality standards |
| | <input type="checkbox"/> Recycled or Reused Computer Equipment of Other |
36. Pursuant to Texas Government Code §§2155.004, 2155.006, 2155.0061, and 2261.053, Respondent certifies that the individual or business entity named in this Response is not ineligible to receive the Contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate.
37. Respondent represents and warrants Respondent currently is, and for the Contract term duration shall remain, in compliance with the requirements of 42 U.S.C. Ch. 126, §12101, et. seq., the Americans With Disabilities Act, and its implementing regulations, as each may be amended.
38. Respondent represents and warrants Respondent currently is, and for the Contract term duration shall remain, in compliance with the applicable provisions of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§8101-8106.) and maintain a drug-free work environment. The final rule, government-wide requirements for drug-free workplace (grants), issued by the Office of Management and Budget (2 C.F.R. Part 182) to implement the provisions of the Drug-Free Workplace Act of 1988 is fully incorporated by reference and shall constitute part of the Contract, and Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.
39. Respondent agrees Respondent shall comply with all applicable provisions found within 41 CFR §60-1.4, related to Equal Employment Opportunity. Applicable provisions include, but are not limited to, the following: Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age. Vendor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, disability, or age.
40. Respondent represents and warrants that all articles and services provided by Respondent and Respondent's subcontractors under the Contract shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15), state, local, and industry related statutes, rules, regulations, and codes.
41. Respondent represents and warrants that Respondent currently is, and for the Contract term duration shall remain, in compliance with all requirements of the Immigration and Nationality Act (8 U.S.C. §1101 et seq.) and all subsequent immigration laws and amendments; additionally, Respondent shall not place any Respondent's

RESPONDENT'S STATEMENTS AND COVENANTS

employee at a worksite and Respondent shall not permit any Respondent employee, or any employee of Respondent's subcontractor to perform any work on behalf of or for the benefit of the State of Texas and/or RRC without first ensuring the employee's authorization to lawfully work in the United States.

42. Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the [State of Texas Debarred Vendor List](#) maintained by the Texas Comptroller of Public Accounts and the [System for Award Management \(SAM\)](#) maintained by the U. S. General Services Administration.
43. Respondent represents and warrants that all statements and information prepared and submitted in this document and the Response are current, complete, true, and accurate. Submitting a Response with a false statement, and/or material misrepresentations made during the performance of a Contract, each are a material breach of the Contract and may void the submitted Response and the resulting Contract.

Authorized representative on behalf of Respondent must complete and sign the following:

_____ Respondent Name	_____ Federal Employer Identification Number
_____ Signature of Authorized Representative	_____ Date signed
_____ Printed Name & Title of Authorized Representative	

RESPONDENT'S QUALIFICATIONS STATEMENT

THIS FORM MUST BE FULLY COMPLETED AND INCLUDED WITH RESPONSE SUBMITTALS. Failure to answer any question or provide the requested information may result in the Response being deemed non-responsive. Complete all blocks; if a question or information request is not applicable to Respondent, complete that item with "not applicable" or "N/A". If additional space is required for a complete response, provide the additional information on 8 x 11 ½ paper with Respondent's letterhead, and include reference to specific page number, item, and section of this Qualifications Statement applicable to the information.

COMPANY			
ADDRESS			
PHONE		FAX	
E-MAIL			
Company is organized as: Individual _____ Partnership _____ Corporation _____			
If incorporated, under the laws of the State of _____ with principal place of business in _____			

PRINCIPALS IN COMPANY AND YEARS EXPERIENCE: OIL/GAS WELL PLUGGING AND RELATED SERVICES INDUSTRY

NAME	TITLE	PHONE	NO. OF YEARS

COMPANY HISTORY: List company existence below, including any other business names used.

From		to		Firm Name	
From		to		Firm Name	
From		to		Firm Name	
From		to		Firm Name	

Has company, under its current or former name(s) ever failed to complete a project, defaulted on a contract, or been engaged in litigation over a contract? ____ Yes ____ No. If yes, provide details of most recent occurrence on separate sheet(s) and attach to this form as instructed within the introduction of this form.

RESPONDENT'S CAPABILITIES:

COMPANY'S AVERAGE ANNUAL GROSS REVENUE \$ _____
Percentage of this revenue by categories:

Well Plugging & Related Services _____%	Other Well Plugging Services _____%	Other Services _____%
---	-------------------------------------	-----------------------

FINANCIAL CAPABILITIES:

FINANCIAL INFORMATION SUMMARIZED BELOW WAS PREPARED BY:

Accounting Firm or Respondent's Staff		Address	
City/State/Zip		E-Mail	
Prepared by (name, title):		Phone	

FINANCIAL STATEMENT SUMMARY:

Current Assets		Current Liabilities	
Fixed Assets		Net Worth	
Total Assets		Total Liab. & Net Worth	

BANKING REFERENCE

BANK		Address	
City/State/Zip		E-Mail	
Bank Contact Name		Phone	
Checking Acct. Numbers		Fax	
Loan Acct. Numbers			
CD/MM Acct. Numbers			

RESPONDENT'S EXPERIENCE RECORD:

PROVIDE THREE (3) SUCCESSFUL **Non-RRC** PROJECTS THAT ARE AT LEAST 50% COMPLETE (*50% COMPLETE PROJECTS WILL BE COUNTED TOWARDS SUCCESSFUL PROJECTS*) OR HAVE BEEN COMPLETED WITHIN THE LAST FIVE (5) YEARS MEASURED BACKWARDS FROM THE ISSUE DATE OF THIS RFP, AND THAT BEST DEMONSTRATE CURRENT QUALIFICATIONS RELATED TO THE WORK DESCRIBED WITHIN **RFP ATTACHMENT 1: STATEMENT OF SERVICES**.

1.

Project Name					
Project Location		Contract Amount	Beginning \$	Ending \$	
Project Owner Name & Type (Private, Gov't)		Address			
City		State		Zip	
Project Owner's Rep familiar with project		Phone		Email	
Contract Start Date (Date of Notice to Proceed)		Contract Duration (Calendar Days)			
If Project is still in progress, provide percentage complete		If completed, date of completion			
If time extensions were added to the contract as a result of Respondent's responsibilities, provide a short explanation of each occurrence/extension.					
Describe Project, Respondent's types of services delivered under the project, and explanation of project comparability to RFP work.					

2.

Project Name	
--------------	--

Project Location		Contract Amount	Beginning \$	Ending \$
Project Owner Name & Type (Private, Gov't)		Address		
City		State	Zip	
Project Owner's Rep familiar with project		Phone	Email	
Contract Start Date (Date of Notice to Proceed)		Contract Duration (Calendar Days)		
If Project is still in progress, provide percentage complete		If completed, date of completion		
If time extensions were added to the contract as a result of Respondent's responsibilities, provide a short explanation of each occurrence/extension.				
Describe Project, Respondent's types of services delivered under the project, and explanation of project comparability to RFP work.				

3.

Project Name				
Project Location		Contract Amount	Beginning \$	Ending \$
Project Owner Name & Type (Private, Gov't)		Address		
City		State	Zip	
Project Owner's Rep familiar with project		Phone	Email	
Contract Start Date (Date of Notice to Proceed)		Contract Duration (Calendar Days)		
If Project is still in progress, provide percentage complete		If completed, date of completion		
If time extensions were added to the contract as a result of Respondent's responsibilities, provide a short explanation of each occurrence/extension.				
Describe Project, Respondent's types of services delivered under the project, and explanation of project comparability to RFP work.				

RESPONDENT'S HUB STATUS*:

*HUB status information is not a factor considered for contract award but is collected for purposes of RRC's analysis in determining and achieving agency HUB goals. Please indicate if Respondent is a **Texas Certified** Historically Underutilized Business (HUB): _____ YES _____ NO
If yes, please indicate:

- Gender: _____ Male _____ Female; AND,
- Qualification as member of one or more of the following groups accordance with 34 TAC §20.282(19)(C):
 _____ *Asian Pacific American* _____ *Black American* _____ *Hispanic American*
 _____ *Native American* _____ *American Woman* _____ *Service-Disabled Veteran*

RESPONDENT'S PREVIOUS RRC WORK EXPERIENCE:

Has Respondent ever performed prior work under contract or subcontract with RRC? _____ YES _____ NO

If yes, list the most recent contract number(s) and name(s): _____

RESPONDENT'S CERTIFICATION AND CONSENT STATEMENT:

By signature below, I certify all information provided within this Qualifications Statement and any supplemental or attached documents is true and correct, and I authorize the Railroad Commission of Texas to contact the references provided within this Qualifications Statement and authorize release of information from such references to the Railroad Commission of Texas.

Respondent Name

Signature of Owner or Officer

Title of Person Signing

Date

HUB SUBCONTRACTING PLAN FORM



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - Section 2 c. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - Yes
 - Section 4 - Affirmation
 - GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - Section 2 c. - No
 - Section 2 d. - No
 - Section 4 - Affirmation
 - GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - Section 1 - Respondent and Requisition Information
 - Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - Section 3 - Self Performing Justification
 - Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent does not have a continuous contract in place for more than five (5) years shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: _____
(mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portions of the contract. (If Yes, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If No, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to HUBs with which you have a continuous contract* in place for more than five (5) years .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using **only** Texas certified HUBs to perform **all** of the subcontracting opportunities you listed in SECTION 2, Item b.

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- No (If No, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract **with Texas certified HUBs** with which you **do not** have a **continuous contract*** in place with for **more than five (5) years**, **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- Yes (If Yes, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed.)
- No (If No, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____

Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you do not have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Printed Name

Title

Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- Yes (If Yes, continue to SECTION B-4.)
- No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

- a.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas’ Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbldsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.
- b.** List the **three (3) Texas certified HUBs** you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company’s Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			- Yes - No
			- Yes - No
			- Yes - No

- c.** Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program’s webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.
- d.** List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		- Yes - No
		- Yes - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%
	- Yes - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in Section B has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in Section C, Item 2, reply no later than the date and time identified in Section C, Item 1. Submit your response to the point-of-contact referenced in Section A.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____

State of Texas VID #: _____

Point-of-Contact: _____

Phone #: _____

E-mail Address: _____

Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____

Phone #: _____

Requisition #: _____

Bid Open Date: _____

(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____ .
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

- Not Applicable

4. Bonding/Insurance Requirements:

- Not Applicable

5. Location to review plans/specifications:

- Not Applicable

RAILROAD COMMISSION OF TEXAS
SAMPLE CONTRACT NO. 455-22-SAMPLE FOR
REMOVAL OF EXPOSED OIL & GAS SURFACE CASINGS

THIS AGREEMENT (“Contract”) is made and entered into by the State of Texas, through the **RAILROAD COMMISSION OF TEXAS** (“RRC”), a state agency located at 1701 N. Congress Avenue, Austin, Texas 78701 and **VENDOR LEGAL NAME** (“Vendor”), located at **VENDOR PHYSICAL ADDRESS** (individually “Party”; collectively “Parties”).

WITNESSETH

WHEREAS, Texas Government Code Chapters 2155 and Texas Natural Resources Code Chapter 81 provide for RRC’s authority to procure goods and services in connection with the remediation of surface locations or well plugging and/or related to the regulation of oil and gas development, and RRC intends to purchase certain goods and/or have performed certain services, namely orphan well plugging and related services; and

WHEREAS, in accordance with applicable provisions of Texas Government Code Chapters 2155 and 2156, RRC has selected Vendor to provide the desired well plugging and related services referenced within RRC’s Request For Proposals No. 455-22-1021B (“RFP No. 455-22-1021B”), and Vendor has agreed to provide the desired well plugging and related services referenced within **RFP No. 455-22-1021B**, subject to the terms and conditions hereinafter set forth; and

WHEREAS, all terms and conditions of **RFP No. 455-22-1021B**, including but not limited to insurance and other specifications within the Statement of Services, constitute part of this Contract No. **455-22-SAMPLE**.

NOW, THEREFORE, RRC and Vendor, for and in consideration of the mutual promises, obligations, and benefits hereof, contract as follows:

I. CONTRACT DOCUMENTS.

1.01. SERVICES REQUIRED. In accordance with the terms and conditions of the Contract, including all Contract Documents incorporated by reference, Vendor shall deliver throughout the term of the Contract including renewal or extension periods (if any), well plugging and related services (“Services”), including all labor, qualified personnel, management, coordination, equipment, materials, insurance, bonding, and incidentals to fulfill all requirements and deliver all goods and/or services required under the Contract in accordance with applicable method protocols, industry/trade best practices, and all rules, regulations, and laws related thereto. “Contract Documents” include:

- a. This Contract No. 455-22-SAMPLE, and any amendments hereto;
- b. Exhibit A, RFP No. 455-22-1021B, including all associated attachments, appendices, exhibits, and addenda; and
- c. Exhibit B, Vendor’s Response, dated Month dd, yyyy (“Vendor’s Response”).

1.02. INCORPORATED BY REFERENCE. All elements listed in 1.01.a. through 1.01.c. are attached hereto and hereby incorporated by reference and constitute part of the Contract as if fully set forth herein.

1.03. ORDER OF PRECEDENCE. For purposes of interpretation of the Contract and in the event of conflict within the Contract Documents, this **Contract No. 455-22-SAMPLE** shall take precedence over the other Contract Documents. Any inconsistency among the Contract Documents shall be resolved applying the order of priority as listed below:

- a. This Contract No. **455-22-SAMPLE**; then
- b. Exhibit A, RFP No. 455-22-1021B, including all associated attachments, appendices, and addenda; then
- c. Exhibit B, Vendor’s Response.

II. TERM.

2.01. CONTRACT AWARD.

- a. The original term of this Contract shall be from date of the last Party's signature and shall continue through June 30, 2023 ("Original Term"), unless terminated earlier as provided in **RFP No. 455-22-1021B**, section 3.1.28, and/or section 2.02. set forth below.

This Contract is non-renewable. However, RRC in its discretion may grant an extension of time for good cause shown, for poor weather, natural or manmade disasters, or other delay outside the control of the Vendor.

- b. Notwithstanding the termination or expiration of this Contract, any provisions regarding indemnification, confidentiality, dispute resolution, intellectual property rights, audit rights, limitation of liability, limitation of distribution, and warranties shall survive the termination or expiration dates of this Contract.

2.02. TERMINATION.

- a. **Termination for Cause.** RRC may terminate this Contract immediately for cause by providing written notice to Vendor of such termination if Vendor fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of the Contract. In the event of abandonment or default, Vendor will be responsible for paying damages to RRC, including but not limited to, the cost to re-solicit this Contract and any consequential damages to the State of Texas or RRC resulting from Vendor's non-performance. Notwithstanding the foregoing, Vendor shall not be liable for damages that Vendor could not reasonably foresee on entry into this Contract. In the event of termination for cause, Vendor will not be eligible for consideration in the re-solicitation, if any, and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed.
- b. **Termination for Convenience.** RRC may, at its sole option and discretion, terminate this Contract at any time, for any reason whatsoever, in whole or in part, by giving written notice ("Notice of Termination") to Vendor at least thirty (30) days prior to the effective date of termination or reduction in the scope of work. In the event of termination by RRC under this subsection, Vendor shall be governed by the terms and conditions, and shall perform the acts outlined in section 2.02.c., below.
- c. **Implementation of Termination.** Vendor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work as may be necessary and be compensated only for such work as may be necessary, as determined by RRC to preserve the work in progress. In the event of termination by RRC, RRC shall pay Vendor for all work satisfactorily performed up to the effective date of termination.

2.03. NO LIABILITY UPON TERMINATION. If this Contract is terminated for any reason, RRC and the State of Texas shall not be liable to Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to Texas Government Code Chapter 2260.

III. CONSIDERATION AND SERVICES.

3.01. CONTRACT LIMIT, FEES AND EXPENSES. The total amount of fees to be paid under this Contract through the Original Term and extension terms, if any, (collectively, "Contract Term") shall not exceed **CONTRACT AMOUNT IN WORDS (\$#,###,###.##).**

3.02. SERVICES.

- a. Vendor shall provide the goods and services necessary and reasonably inferable to complete the work required by and described in **RFP No. 455-22-1021B.**

- b. Vendor's services shall include all disciplines agreed upon between the Parties and all related usual and customary consultant and other services necessary and reasonably inferable to complete the work in accordance with RRC's specifications and the terms and conditions of this Contract.
- c. Additional goods and services are those services which shall be provided **ONLY** if authorized or confirmed in writing by RRC, and which are in addition to the goods and services contained within the scope and content of RRC's specifications and Vendor's Response in response to **RFP No. 455-22-1021B**. In the event additional goods and services are proposed by Vendor, Vendor shall not proceed therewith except only after Vendor's receipt of RRC's written acceptance of the additional services proposed.
- d. The Statement of Services (**RFP No. 455-22-1021B ATTACHMENT I**) describes the intended scope and character of work. The Parties agree it is Vendor's responsibility to review and understand requirements of the Statement of Services and to provide all goods and services to achieve those objectives.
- e. Vendor agrees and acknowledges that RRC is entering into this Contract in reliance on Vendor's represented professional abilities with respect to performing the services, duties, and obligations under this Contract. Vendor, and Vendor's consultants and subcontractors (if any) shall perform all services pursuant to this contract diligently and shall endeavor to further the interest of RRC in accordance with RRC's requirements and procedures and the standards of care and performance as described herein. Vendor agrees to use its best efforts to perform the Services (i) in accordance with the usual and customary professional standards of care, skill and diligence consistent with industry best practices for vendors that provide services for projects that are similar in size, scope, and budget to that within this Contract and any Work Order issued thereunder, and (ii) in compliance with all applicable federal, state, and local statutes, laws, ordinances, regulations, codes, and rules and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to Vendor that will limit or prevent performance by Vendor of the Services required under the Statement of Services and the Contract. Vendor hereby agrees to correct, at its own cost, any of its Services, and the Services of its consultants and subcontractors (if any) that do not meet this standard of care.
- f. Vendor's Services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of Vendor's Services by RRC shall relieve Vendor of any of its duties or release it from any liability, it being understood that RRC is, at all times, relying upon Vendor for its skill and knowledge in performing Vendor's Services. RRC shall have the right to reject any of Vendor's goods and/or services in accordance with the terms and conditions of **RFP No. 455-22-1021B**.
- g. Vendor agrees to furnish efficient business administration and superintendence and to use Vendor's best efforts to fulfill the Contract and Work Order requirements in an expeditious and economical manner consistent with the interest of RRC and Vendor's professional skill and care.
- h. Vendor shall allocate adequate time, personnel, and resources as necessary to deliver goods and/or perform services and work under the Contract and Work Orders issued thereunder. Changes of Vendor's key personnel identified in Vendor's Response shall not be made without prior written approval of RRC. Vendor's day-to-day project team will be led by Vendor's Project Manager unless otherwise directed by RRC or prevented by factors beyond the control of Vendor. Vendor's Project Manager shall act on behalf of Vendor with respect to all aspects of Vendor's goods and/or services delivery and shall be available as required for the benefit of each project and RRC.

3.03. PAYMENTS TO VENDOR.

- a. Payments to Vendor will be made in accordance with the terms and conditions of the Contract, and within thirty (30) days from receipt of a complete, correct, and approved invoice or statement of payment in accordance with Texas Government Code Chapter 2251, Texas Prompt Payment Act. An invoice is considered received on the date it is date stamped by RRC. Vendor shall be paid for completion of work accepted and approved by RRC.
- b. Vendor shall invoice RRC for work performed and accepted by RRC. Vendor shall submit invoices as specified in **RFP No. 455-22-1021B**.

IV. FUNDING.

4.01. STATE FUNDING. It is understood that all obligations of RRC hereunder are subject to the availability of state funds, federal grant(s) and/or other federal funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In such event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

V. VENDOR PERSONNEL.

5.01. REQUIRED QUALIFICATIONS. At all times during the term of the Contract, Vendor shall have available, under direct employment and supervision and/or subcontract agreement fully incorporating the terms and conditions of the Contract Documents, the required qualified and properly licensed (as applicable) personnel to properly fulfill all the terms and conditions of the Contract.

VI. NOTICES.

6.01. LEGAL NOTICES.

- a.** Any legal notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to RRC or Vendor at the address set forth below:

For RRC:

Railroad Commission of Texas
Administration Division – Contract Management
P.O. Box 12967
Austin, Texas 78711-2967
Attention: Theresa Lopez, Director of Operations
Phone: 512-463-6953
Email: Theresa.Lopez@rrc.texas.gov

For Vendor:

Vendor Legal Name
Full mailing address
Attention:
Phone:
Email:

- b.** Legal notice given in any other manner shall be deemed effective only if, and when, received by the Party. Either Party may change its address for notice by written notice to the other Party as provided herein.

VII. MISCELLANEOUS PROVISIONS.

7.01. GOVERNING LAW AND VENUE. This Contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law provisions. The venue of any suit brought under this Contract is fixed in any court of competent jurisdiction in Travis County, Texas unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the RRC. Vendor irrevocably waives any objection, including any objection to personal jurisdiction or proper venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the filing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **Nothing in this Section shall be construed as a waiver of sovereign immunity by RRC.**

7.02. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this **Contract No. 455-22-SAMPLE** shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

7.03. PROPER AUTHORITY. The Parties hereto represent and warrant that the person executing this Contract on behalf of each Party has full power and authority to enter into this Contract. Vendor acknowledges Contract is effective for the period specified in the Contract. Any services performed by Vendor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Vendor.

7.04. SOVEREIGN IMMUNITY. The Parties expressly agree that nothing contained in **RFP No. 455-22-1021B**, or this Contract is in any way intended to constitute a waiver by the State of Texas or RRC of any immunities from suit or from liability that the State of Texas or RRC may have by operation of law. Further, the Parties agree that nothing contained in **RFP No. 455-22-1021B**, or this Contract will in any manner be construed as a waiver of sovereign immunity or official immunity by RRC, its employees, or the State of Texas.

7.05. FALSE STATEMENTS; BREACH OF REPRESENTATIONS. By signature to this Contract, Vendor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Vendor signs this Contract with a false statement or it is subsequently determined that Vendor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Vendor shall be in default under this Contract, and RRC may terminate or void this Contract for cause and pursue other remedies available to RRC under this Contract and applicable law.

7.06. ENTIRE CONTRACT AND MODIFICATION. This **Contract No. 455-22-SAMPLE** and all Contract Documents referenced in Section 1.01. herein constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

EXECUTION SIGNATURES. The Parties agree the Contract and any written Amendments thereto necessary for the consummation of the transaction contemplated by the Contract may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed, or agreed to in conformity with such laws will be binding on each Party as if it were physically executed. The Parties to this Contract have electronically executed this Contract which shall be deemed an original. By the signatures below, each signatory represents and warrants that they have the authority to enter into this Contract on behalf of the respective Parties.

RAILROAD COMMISSION OF TEXAS

VENDOR NAME

By: _____
Wei Wang,
Executive Director

By: _____
Printed Name:
Title:

Date of Execution: _____

Date of Execution: _____

RRC use only below this line.

Division Director: _____

Chief Operating Officer: _____

Director of Operations: _____
Office of General Counsel: _____

PERFORMANCE EVALUATION STANDARDS

In accordance with Texas Government Code Chapter 2261, RRC has determined any Contract resulting from this RFP may require enhanced monitoring for performance and compliance with the Contract terms and conditions. Enhanced monitoring may include, but is not limited to frequency of site visits, Vendor meetings, and documentation requirements deemed necessary by RRC to assess progress of the Vendor toward meeting the identified goals and outcomes established in response to assessments of unsatisfactory performance. The performance evaluation standards herein shall be applied during routine and/or enhanced monitoring of Vendors and work performed under the Contract. Performance evaluations resulting in deficiencies shall be considered in determining, in RRC's sole discretion, the appropriate corrective actions to be implemented to cure Vendor's deficiencies. Significant or repeat performance evaluation score deficiencies may result in termination of the Contract in accordance with provisions of Part III Section 3.1.28 Termination and Cancellation of the RFP.

- **Services Performed:** this standard is defined as the Vendors' daily execution of well plugging and abandonment services. This includes supervision, planning, progress, and coordination of plugging activities to ensure effective utilization of resources. Vendor shall be evaluated daily and shall receive between zero (0) and thirty (30) points per day. Points shall be deducted in increments of three (3) points or more for each Vendor-controlled deficiency that results in unsatisfactory progress. Thirty (30) points shall be awarded if all services are performed as specified.
- **Equipment:** this standard is defined as rig and associated equipment, including any sub-contractor equipment, necessary to complete daily tasks and properly plug the well(s) in accordance with specifications and terms and conditions of the Contract. Vendor shall be evaluated on the performance of plugging equipment, including subcontractor's equipment. Vendor shall receive between zero (0) and thirty (30) points each day. Points shall be deducted in increments of (3) points for each hour of downtime attributable to equipment failures within the Vendor's control.
- **Downtime:** this standard is defined any interruption in service due to equipment failure or otherwise within the Vendor's control. Vendor shall be daily evaluated on hours of downtime as a percentage of a full workday (i.e., 8-10 hours), and shall receive that percentage of points between zero (0) and twenty-five (25).
- **Personnel:** this standard considers Vendor's providing of fully trained personnel, including subcontractors' personnel, in accordance with specifications and terms and conditions of the Contract and the applicable Work Order. Vendor shall be daily evaluated and scored on Vendor's ability to maintain a fully trained crew that performs in accordance with the Contract and applicable Work Order at all times. Vendor shall receive up to fifteen (15) points for this standard. Three (3) points or more shall be daily deducted for each deficiency.
- **Safety:** this standard considers Vendor's maintenance of a documented safety program and Vendor's compliance with the safety program, OSHA, and established industry safety practices. Ten (10) points shall be deducted from Vendor's final performance rating for absence of a documented safety program and/or a lost time accident as a result of failure to comply with Vendor's safety program, OSHA, and/or established industry safety practices. This is a one-time point assessment issued at Contract completion.
- **Availability:** this standard considers Vendor's compliance with mobilization date specified within RRC's Notice to Proceed issued to Vendor. Vendor's failure to complete mobilization no later than the established deadline within the Notice to Proceed shall result in a ten (10) points deduction issued at Contract completion.
- **Vendor's financial resources to deliver goods and services:** this standard is defined, in part, as Vendor's in-field demonstration of financial capability to timely deliver to the work site all goods and services necessary to comply with all Contract terms and conditions, including those related to performance period. Vendor's failure to timely deliver any and all goods and services in accordance with Contract terms and conditions shall result in a ten (10) point deduction issued at Contract Completion.

FEDERAL FLOW-DOWN PROVISIONS & REQUIRED FORMS

I) Federal Flow Down Provisions.

A Work Order issued under a Contract arising from this RFP may be funded with federal grant dollars. A Work Order funded with federal grant dollars shall require, as applicable, completion of required federal forms, compliance with federal statutes, rules, and regulations, and agreement to and compliance with any applicable flow-down terms and conditions from a contract between RRC and a U.S. federal agency.

The federal flow-down terms and conditions applicable to this solicitation may be found within Master Cooperative Agreement P21AM00004 (successor agreement to P15AC01148) and Task Agreement P19AC01254 between the RRC and the US Department of Interior National Park Service (the “Agreements”). Said Agreements, appended to this Attachment 7, are hereby incorporated by reference and acknowledged and agreed to by Respondent authorized signatory below. **NOTE: Respondents are specifically directed to Article XVIII General and Special Provisions. As a condition precedent to evaluation, Respondents must agree to follow all provisions of Article XVIII, with specific emphasis placed on the Minimum Wage Provisions found within Article XVIII(B)(13).**

I represent and warrant that I am duly authorized to bind the company to adhere to every federal flow-down provision found within the Agreements by my signature below.

Company Name

Authorized Signature

Date

II) Required Federal Forms.

The federal forms listed below shall apply to federally funded Work Orders and are required submissions of any contractor prior to contract award. These forms are noted for information purposes only and shall not be returned with Respondent’s Response to this RFQ, however:

To be eligible for consideration as a Vendor for a federally funded Work Order request, a Respondent must be able to complete, return and comply with these federal forms.

- SBA Form 1624 (12/92) – 2 pages
- Standard Form 424B – 2 pages
- Standard Form LLL – 1 page

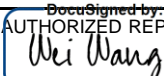
Grant and Cooperative Agreement

CHOOSE ONE:

- ☒ COOPERATIVE AGREEMENT
- ☐ GRANT

CHOOSE ONE:

- ☐ EDUCATION ☐ FACILITIES ☐ RESEARCH ☐ SDCR ☐ TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER P21AM00004		2. SUPPLEMENT NUMBER		3. EFFECTIVE DATE 01/15/2021		4. COMPLETION DATE 01/14/2026	
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) TEXAS RAILROAD COMM Attn: ATTN GOVERNMENT POC 1701 N CONGRESS AUSTIN TX 78701-1402				6. ISSUED BY NPS, IMR - Financial Assistance Mailing Address: 12795 W Alameda Parkway P.O. Box 25287 Denver CO 80225-0287			
				9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Clay Woodul 512-463-7037, clay.woodul@rrc.texas.gov			
7. TAXPAYER IDENTIFICATION NO. (TIN)							
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO. 3FQB5							
10. RESEARCH, PROJECT OR PROGRAM TITLE Plug or Re-plug Abandoned Oil and Gas Wells and Restore Habitats Impacted by Mineral Exploration Activities							
11. PURPOSE To Initiate a New Master Cooperative Agreement							
12. PERIOD OF PERFORMANCE (Approximately) 01/15/2021 through 01/14/2026							
13A.		AWARD HISTORY		13B.		FUNDING HISTORY	
PREVIOUS		\$0.00		PREVIOUS		\$0.00	
THIS ACTION		\$0.00		THIS ACTION		\$0.00	
CASH SHARE		\$0.00		TOTAL		\$0.00	
NON-CASH SHARE		\$0.00					
RECIPIENT SHARE		\$0.00					
TOTAL		\$0.00					
14. ACCOUNTING AND APPROPRIATION DATA							
PURCHASE REQUEST NO.		JOB ORDER NO.		AMOUNT		STATUS	
15. POINTS OF CONTACT							
	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS			
TECHNICAL OFFICER	Mark Frey		404-507-5704	Mark_Frey@nps.gov			
NEGOTIATOR							
ADMINISTRATOR	Todd Wilson		303-358-8403	Todd_Wilson@nps.gov			
PAYMENTS							
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF : 54 U.S.C. 101702a							
17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT				18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input checked="" type="checkbox"/> PROVISIONS <input checked="" type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS			
UNITED STATES OF AMERICA				COOPERATIVE AGREEMENT RECIPIENT			
CONTRACTING/GRANT OFFICER Todd Wilson		DATE 1/12/2021		AUTHORIZED REPRESENTATIVE  Wei Wang		DATE 1/19/2021	

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Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	CFDA Number: 15.944 DUNS Number: 028619182 Legacy Doc #: NPS Admin Office: NPS, IMR - Financial Assistance 12795 W Alameda Parkway Denver CO 80225-0287 Period of Performance: 01/15/2021 to 01/14/2026 The total amount of award: \$0.00. The obligation for this award is shown in box 13B.				

Cooperative Agreement
P21AM00004
Between
THE UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE
AND
THE RAILROAD COMMISSION OF TEXAS
DUNS No: 028619182
P.O. Box 12967 Austin, Texas 78711-2967
Travis County

CFDA: 15.944 Natural Resource Stewardship
Project Title: Plug or Re-plug Abandoned Oil and Gas Wells and Restore Habitats Impacted by Mineral Exploration Activities
Amount of Federal Funds Obligated: Funding will occur through subsequent task agreements. Refer to Article XI of this agreement.
Period of Performance: January 15, 2021 through January 14, 2026

This Cooperative Agreement (Agreement) is entered into by the U.S. Department of the Interior, National Park Service (NPS), and The Railroad Commission of Texas (Recipient).

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ARTICLE I – LEGAL AUTHORITY

NPS enters into this Agreement pursuant to:

54 U.S.C. § 101702(a), authorizes the NPS to enter into a cooperative agreement "that involves transfer of [National Park] Service appropriated funds to a State, local, or tribal government or other public entity, an educational institution, or a private nonprofit organization to carry out public purposes of a [National Park] Service program under section 6305 of Title 31."

Railroad Commission of Texas enters into this Agreement pursuant to:

The Railroad Commission of Texas (RRC) is the agency of the State of Texas charged with regulating oil and gas exploration, development, and transportation throughout the State. The RRC's Oil and Gas Division tracks production of oil and gas within the State and ensures that oil and gas operators follow allocations that are calculated each month. In addition, through its nine district offices, field inspectors visit the wells and facilities across the State to ensure compliance with RRC rules and regulations. The RRC's Groundwater Advisory Unit (GAU) determines surface casing depth requirements to ensure that the water resources of the State are protected from damage by oil and gas field activities. Texas Natural Resources Code § 91.113(a) authorizes the RRC or its employees or agents to spend oil field cleanup funds to investigate, assess, control or cleanup oil and gas wastes or other substances or materials regulated by the commission that are causing or are likely to cause the pollution of surface or subsurface waters of the State. Additionally, per Tex. NAT. RES. CODE§ 81.01012(b) "the [RRC] may apply for, request, solicit, contract for, receive, accept, and administer gifts, grants, and donations of money or other assistance from any source to carry out any [RRC] purpose or power."

ARTICLE II – PROJECT GOALS AND OBJECTIVES

The NPS and the Recipient seek to: (1) establish a cooperative program to protect the natural and cultural resources and recreational use and values of certain units of the National Park System in the State of Texas; (2) plug or re-plug abandoned oil and gas wells; and (3) restore habitats and ecosystem functions impacted by mineral exploration activities in what are now abandoned mineral lands ("AMLs"). The NPS and RRC have the compatible goal of ensuring that orphaned oil and gas wells located within the NPS units at issue are properly plugged or re-plugged, and that wellpads, access roads, and associated disturbed areas are restored.

Orphaned oil and gas wells and sites located in certain units of the NPS pose safety threats and environmental risks. Threats include: increased hazards to natural resources during hurricane season, resource damage from release of petroleum products due to missing or deteriorating

pressure control equipment, subsurface contamination of groundwater absent proper well plugging, personal injury and property damage from release of pressurized and highly flammable well fluids, and continued loss of habitat from surface disturbances. These risks increase with time, as does the cost to address them.

ARTICLE III – PUBLIC PURPOSE

The project provides technical assistance and support necessary for the protection and restoration of park natural resources, habitats, and ecosystem functions identified in park enabling legislations or within the mission of the NPS.

ARTICLE IV – COVID-19 PROVISIONS

Due to the COVID-19 pandemic, access to NPS property, personnel, or resources may be limited at the start of the agreement. Any performance that requires access to NPS property, personnel, or resources shall not commence until the recipient receives confirmation from the NPS Financial Assistance Awarding Officer of the availability of those resources. The recipient shall contact the NPS Financial Assistance Awarding Officer for approval prior to incurring any costs for performance that requires access to NPS property or resources. Such approvals can only be provided by the NPS Financial Assistance Awarding Officer. In the event of a prolonged unavailability of resources, the period of performance may be modified to a later date, or the agreement may be cancelled, by either the NPS or the recipient, in its entirety. In addition, the recipient shall contact the NPS Financial Assistance Awarding Officer to coordinate any other changes to the agreement that may be needed to ensure successful performance during the COVID-19 pandemic.

ARTICLE V - STATEMENT OF WORK

Detailed statements of work will be defined at the task agreement level based on the goals, objectives, and public purpose of this agreement.

ARTICLE VI – RESPONSIBILITIES OF THE PARTIES

As subsequent task agreements are entered into under this agreement, specific party responsibilities will be developed for each project or activity having a separate statement of work and budget and will be developed cooperatively between the NPS and Recipient.

ARTICLE VII – COST-SHARE REQUIREMENT

Non-Federal cost-share is not required for this Agreement.

ARTICLE VIII – PRE-AWARD INCURRENCE OF COSTS

Pre-award costs shall be addressed through subsequent Task Agreements to more accurately align with project performance.

ARTICLE IX – APPROVED INDIRECT RATE

Indirect costs must be charged consistently in accordance with the approved project budget incorporated within each subsequent Task Agreement. If the recipient has a Federally approved indirect rate, it is the responsibility of the Recipient to work with their cognizant agency in a timely manner to avoid the expiration of the Federally negotiated rate.

ARTICLE X – TERM OF AGREEMENT

The Agreement will be effective January 15, 2021 (Effective Date) through January 14, 2026 (Expiration Date), unless terminated earlier per Article XVI. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).

ARTICLE XI – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the NPS:

Awarding Officer (AO):

Todd Wilson
National Park Service
Interior Region 6, 7, 8
12795 West Alameda Pkwy
Lakewood, CO 80228
Financial Assistance Officer
Phone: 303.358.8403
Email: todd_wilson@nps.gov

Agreement Technical Representative (ATR):

Mark Frey
Regional Branch Chief, Science and Natural Resources Management
National Park Service
Interior Region 2 – South Atlantic Gulf
100 Alabama St., SW
Atlanta, GA 30303
404-507-5704
Mark_Frey@nps.gov

Park Superintendent:

Eric Brunnermann
National Park Service
Padre Island National Seashore
20301 Park Road 22
Corpus Christi, Texas 78418
361-949-8173
eric_brunnermann@nps.gov

2. For the Recipient:

Authorized to sign on behalf of the RRC:

Wei Wang
Executive Director
P.O. Box 12967
1701 N. Congress Avenue
Austin, TX 78711-2967
512-463-7068 (office)
512-463-7000 (fax)
Wei.wang@rrc.texas.gov

Principal Investigator:

Clay Woodul
Assistant Director for Field Operations
P.O. Box 12967
1701 N. Congress Avenue
Austin, TX 78711-2967
512-463-7037 (office)
clay.woodul@rrc.texas.gov

Administrative Contact:

Colleen Forrest
Senior Management Analyst
P.O. Box 12967
1701 N. Congress Avenue
Austin, TX 78711-2967
512-463-2645 (office)
colleen.forrest@rrc.texas.gov

- B. **Communications.** Recipient shall address any communication regarding this Agreement to the ATR with a copy to the AO. Communications that relate solely to technical matters may be sent only to the ATR.
- C. **Changes in Key Officials.** Neither the NPS nor Recipient may make any permanent change in a key official without written notice to the other party reasonably in advance of the proposed change. The notice will include a justification with sufficient detail to permit evaluation of the impact of such a change on the scope of work specified within this Agreement. Any permanent change in key officials will be made only by modification to this Agreement.

ARTICLE XII – AWARD AND PAYMENT

- A. The commitment of funds in furtherance of this Agreement will be authorized by individual Task Agreements issued against this Cooperative Agreement identifying each project or group of projects, the amount of financial assistance and any other special terms or conditions applicable to that project tasks.
- B. Recipient shall request payment in accordance with the following:
 - 1. **Method of Payment.** Payment will be made by advance and/or reimbursement through the Department of Treasury's Automated Standard Application for Payments (ASAP) system.
 - 2. **Requesting Advances.** Requests for advances must be submitted via the ASAP system. Requests may be submitted as frequently as required to meet the needs of the Financial Assistance (FA) Recipient to disburse funds for the Federal share of project costs. If feasible, each request should be timed so that payment is received on the same day that the funds are dispersed for direct project costs and/or the proportionate share of any allowable indirect costs. If same-day transfers are not feasible, advance payments must be as close to actual disbursements as administratively feasible.
 - 3. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the ASAP system. Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 - 4. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 - 5. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.

6. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be “high risk” or has performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.
- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurement documents the Recipient may have with the Federal government.
- D. Any award beyond the current fiscal year is subject to availability of funds; funds may be provided in subsequent fiscal years if project work is satisfactory and funding is available.
- E. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement, and may be incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the NPS AO. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- F. **Travel Costs.** For travel costs charged against awards under the Agreement, costs incurred must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the Recipient in its regular operations as the result of the Recipient’s written travel policy. If the Recipient does not have written travel policies established, the Recipient and its contractors shall follow the travel policies in the Federal Travel Regulation and may not be reimbursed for travel costs that exceed the standard rates. All charges for travel must conform to the applicable cost principles.
- G. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- H. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating

previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

ARTICLE XIII – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions, in accordance with 2 CFR 200.308.

ARTICLE XIV – INSURANCE AND LIABILITY

To the extent authorized by law, the RRC shall be fully responsible for the acts and omissions of its representatives, employees, and, if applicable, any contractors and subcontractors connected with the performance of this Agreement. The RRC, in furtherance of and as an expense of this Agreement, shall:

- A. Accept responsibility for any property damage, injury, or death caused by the acts or omissions of its employees or representatives, acting within the scope of their employment arising under this Agreement, to the extent permitted by law.
- B. Comply with chapter 501 of the Texas Labor Code, which governs workers' compensation protection of RRC officers, employees, or representatives.
- C. In the event of damage to or destruction of the buildings and facilities assigned for the use of the RRC in whole or in part by any cause whatsoever, nothing herein contained shall be deemed to require the NPS to replace or repair the buildings or facilities. If the NPS determines in writing, after consultation with the RRC, that damage to the buildings or portions thereof renders such buildings unsuitable for continued use by the RRC, the NPS shall assume sole control over such buildings or portions thereof. If the buildings or facilities rendered unsuitable for use are essential for conducting operations authorized under this Agreement, then failure to substitute and assign other facilities acceptable to the RRC will constitute termination of this Agreement by the NPS.
- D. Cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of the RRC, its agents, and employees.
- E. Flow-down. For the purposes of this Agreement, "recipient" includes such subrecipients, contractors, or subcontractors as, in the judgment of the RRC and subject to the Government's determination of sufficiency, have sufficient resources and/or maintain adequate and appropriate insurance to achieve the purposes of this Agreement

ARTICLE XV – REPORTS AND/OR OUTPUTS/OUTCOMES

SF425 Federal Financial Reports (FFR) and Performance Reports submission dates and requirements shall be set at the task agreement level.

The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

ARTICLE XVI – PROPERTY UTILIZATION

All tools, equipment, and facilities furnished by NPS will be on a loan basis. Tools, equipment and facilities will be returned in the same condition received except for normal wear and tear in project use. Property management standards set forth in 2 CFR 200.310 through 200.316 *applies* to this Agreement.

ARTICLE XVII – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified at any time, prior to the expiration date, only by a written instrument executed by both parties. Modifications will be in writing and approved by the NPS Awarding Officer and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338.
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342.

ARTICLE XVIII – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

- 1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):

- a) **Administrative Requirements:**

- 2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;*

- b) **Determination of Allowable Costs:**

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

c) **Audit Requirements:**

2 CFR, Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

d) **Code of Federal Regulations/Regulatory Requirements:**

2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”;

2 CFR 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (NonProcurement)”;

43 CFR 18, “New Restrictions on Lobbying”;

2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;

FAR Clause 52.203–12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, “Reporting Subawards and Executive Compensation”.

2. **Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other Federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
3. **Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107–273, Nov. 2, 2002 Violations of this section shall constitute violations of section 1352(a) of title 31. In addition, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110–161) also apply.
4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess

of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.

5. **Minority Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient represent itself as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.
9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.

13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.
16. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

B. Special Provisions

1. Public Information and Endorsements

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products or considers the Recipient's work product to be superior to other products or services.
- b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
- c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
- d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or

any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.

- e) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a Federally recognized Indian tribal government.
 - f) Nothing in this provision shall limit NPS or Recipient from distributing information to the public via communications platforms, including websites, social media channels, news releases, and newsletters, so long as such communications positively highlight the roles of the parties and subject matter of this Agreement.
2. **Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
3. **Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.
4. **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333–200.337.
5. **Audit Requirements**
- a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=div6>
 - b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must

be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).

- c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.
6. **Procurement Procedures.** A full description of procurement standards can be found in 2 CFR §200.317-§200.326.
7. **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
8. **Seat Belt Provision.** The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.
9. **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).
10. **Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights**
 - a) This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
 - b) The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.

- c) The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified acquisition threshold, 42 CFR § 52.203–17 (as referenced in 42 CFR § 3.908–9).

11. Reporting Subawards And Executive Compensation.

Recipients must report all subaward and executive compensation data pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and associate amendments (P.L. 109-282, as amended by section 6202(a) of P.L. 110-252 (see 31 U.S.C. 6101 note)). Refer to <https://www.fsrs.gov/> for more information.

12. Conflict of Interest

(a) Applicability.

- (1) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (2) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

(b) Requirements.

- (1) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (2) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (3) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

(c) Notification.

- (1) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.
- (d) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- (e) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- (f) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

13. Minimum Wages Under Executive Order 13658 (January 2015)

a) *Definitions.* As used in this clause—

“United States” means the 50 states and the District of Columbia.

“Worker”—

(1) Means any person engaged in performing work on, or in connection with, an agreement covered by [Executive Order 13658](#), and

(i) Whose wages under such agreements are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in [29 C.F.R. § 541](#),

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the agreement whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214\(c\)](#).

(3) Also includes any person working on, or in connection with, the agreement and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

b) *Executive Order Minimum Wage rate.*

(1) The non-Federal entity shall pay to workers, while performing in the United States, and performing on, or in connection with, this agreement, a minimum hourly wage rate determined by the Secretary of the Department of Labor on an annual basis (currently \$10.20 per hour as of January 1, 2017).

(2) The non-Federal entity shall adjust the minimum wage paid, if necessary, annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this agreement.

(3) (i) The non-Federal entity may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subaward costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(ii) Subrecipients may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Non-Federal entities shall consider any Subrecipient requests for such price adjustment.

(iii) The Financial Assistance Awarding Officer will not adjust the agreement price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price

adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The non-Federal entity warrants that the prices in this agreement do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) The non-Federal entity shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The non-Federal entity may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with [29 C.F.R. § 10.23](#), Deductions.

(6) The non-Federal entity shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(7) Nothing in this clause shall excuse the non-Federal entity from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(8) The non-Federal entity shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(9) The non-Federal entity shall follow the policies and procedures in [29 C.F.R. § 10.24](#)(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition—

(i) Workers are covered regardless of the contractual relationship alleged to exist between the non-Federal entity or subrecipient and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State

Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to—

(i) Fair Labor Standards Act (FLSA) – covered individuals performing in connection with contracts covered by the E.O., *i.e.* those individuals who perform duties necessary to the performance of the agreement, but who are not directly engaged in performing the specific work called for by the agreement, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such agreements;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under [29 U.S.C. § 213](#)(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to—

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(a).

(B) Students whose wages are calculated pursuant to special certificates issued under [29 U.S.C. § 214](#)(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity ([29 U.S.C. § 213](#)(a)(1) and [29 C.F.R. § part 541](#)).

d) *Notice.* The non-Federal entity shall notify all workers performing work on, or in connection with, this agreement of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the non-Federal entity shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Non-Federal entities that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the non-Federal entity, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

e) *Payroll Records.*

(1) The non-Federal entity shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The non-Federal entity shall make records pursuant to paragraph (e) (1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The non-Federal entity shall also make such records available upon request of the Contracting Officer.

(3) The non-Federal entity shall make a copy of the agreement available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of [29 C.F.R. § 10.26](#) and this agreement. Upon direction of the Administrator or upon the Financial Assistance Awarding Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the non-Federal entity's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

- f) *Access.* The non-Federal entity shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.
- g) *Withholding.* The Financial Assistance Awarding Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the non-Federal entity under this or any other Federal agreement with the same non-Federal entity, sufficient to pay workers the full amount of wages required by this clause.
- h) *Disputes.* Department of Labor has set forth in [29 C.F.R. § 10.51](#), Disputes concerning non-Federal entity compliance, the procedures for resolving disputes concerning a non-Federal entity's compliance with Department of Labor regulations at [29 C.F.R. § 10](#). Such disputes shall be resolved in accordance with those. This includes disputes between the non-Federal entity (or any of its

Subrecipients) and the contracting agency, the Department of Labor, or the workers or their representatives.

- i) *Antiretaliation.* The non-Federal entity shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.
- j) *Subcontractor compliance.* The non-Federal entity is responsible for Subrecipient compliance with the requirements of this clause and may be held liable for unpaid wages due Subrecipient workers.
- k) *Subawards.* The non-Federal entity shall include the substance of this clause, including this paragraph (k) in all subawards, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

14. **Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements:** Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

15. **Data Availability:**

(a) *Applicability.* The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.

(b) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

(c) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third-party evaluation and reproduction of the following:

- (i) The scientific data relied upon;
- (ii) The analysis relied upon; and
- (iii) The methodology, including models, used to gather and analyze data.

ARTICLE XIX – ATTACHMENTS

The following completed documents are attached to and made a part of this Agreement:

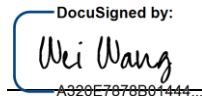
Attachment A. SF 424

Attachment B. SF 424B

ARTICLE XX – SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

FOR TEXAS RAILROAD COMMISSION

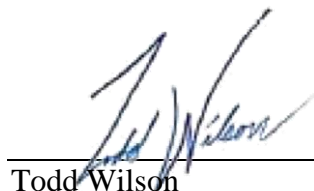
DocuSigned by:

A320E7070801444...

Wei Wang
Executive Director

1/19/2021

Date

FOR THE NATIONAL PARK SERVICE


Todd Wilson
Awarding Officer

1/12/2021

Date

Application for Federal Assistance SF-424

* 1. Type of Submission:

- ☐ Preapplication
☒ Application
☐ Changed/Corrected Application

* 2. Type of Application:

- ☒ New
☐ Continuation
☐ Revision

* f Revision select appropriate letter(s):

* Other (Specify):

* 3. Date Received:

4. Applicant identifier:

5a. Federal Entity identifier:

5b. Federal Award identifier:

State Use Only:

6. Date Received by State:

7. State Application identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: Railroad Commission of Texas

* b. Employer/Taxpayer identification Number (E N/T N):

74-6000134

* c. Organizational DUNS:

0286191820000

d. Address:

* Street1:

1701 North Congress Ave

Street2:

P.O. Box 12967

* City:

Austin

County/Parish:

* State:

TX: Texas

Province:

* Country:

USA: UNITED STATES

* Zip / Postal Code:

78711-2967

e. Organizational Unit:

Department Name:

Field Operations

Division Name:

Oil and Gas Division

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:

* First Name:

Clay

Middle Name:

* Last Name:

Woodul

Suffix:

Title: Assistant Director for Field Operations

Organizational Affiliation:

* Telephone Number: 512-463-7037

Fax Number:

* Email: clay.woodul@rrc.texas.gov

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

A: State Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

* 10. Name of Federal Agency:

National Parks Service

11. Catalog of Federal Domestic Assistance Number:

15.944

CFDA Title:

Natural Resources Stewardship

* 12. Funding Opportunity Number:

P19AC00229

* Title:

Plug or Re-plug Abandoned Oil and Gas Wells

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

* 15. Descriptive Title of Applicant's Project:

Plug or re-plug abandoned oil and gas wells and restore habitats that have been impacted by mineral exploration activities.

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424**16. Congressional Districts Of:**

* a. Applicant

25

* b. Program/Project

TX-34

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

04/11/2019

* b. End Date:

04/01/2021

18. Estimated Funding (\$):

* a. Federal

1,513,567.00

* b. Applicant

0.00

* c. State

0.00

* d. Local

0.00

* e. Other

0.00

* f. Program ncome

0.00

* g. TOTAL

1,513,567.00

Removed by TW, as this is a \$0 Master Cooperative Agreement

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

f "Yes" provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** AGREE

** The list of certifications and assurances or an internet site where you may obtain this list is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:

* First Name:

Wei

Middle Name:

* Last Name:

Wang

Suffix:

* Title:

Executive Director

* Telephone Number:

512-463-7068

Fax Number:

* Email:

wei.wang@rrc.texas.gov

* Signature of Authorized Representative:

DocuSigned by:

Danny Sorrells

5D99A45E434042D...

* Date Signed:

12/17/2020

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

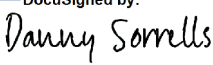
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by:  5D99A45E434042D...	TITLE Executive Director
APPLICANT ORGANIZATION Railroad Commission of Texas	DATE SUBMITTED 12/17/2020

S r For B Re . - Bck

TASK AGREEMENT P19AC01254

P19AC01254

Cooperative Agreement - P15AC01148

Page 1 of 10

Task Agreement Number P19AC01254
Under
Master Cooperative Agreement P15AC01148
Between
The United States Department of the Interior
National Park Service
And
The Railroad Commission of Texas
DUNS No. 028619182
P.O. Box 12967 Austin, Texas
78711-2967

CFDA: 15.944, Natural Resource Stewardship

Project Title: Remove Exposed Oil and Gas Well Surface Casings in the Neches River

Park Unit or Program: Big Thicket National Preserve

Amount of Federal Funds Obligated: \$399,612

Amount of Non-Federal Funding: \$0.00

Total Amount of Task Agreement: \$399,612

Period of Performance: This Task Agreement will become effective on the date of final signature and extend through September 30, 2023.

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ARTICLE I – LEGAL AUTHORITY

Master Cooperative Agreement Number P15AC01148 was entered into by and between the Department of the Interior, National Park Service, (NPS), and The Railroad Commission of Texas (hereafter referred to as ‘Recipient’) pursuant to:

The NPS's Organic Act of August 25, 1916, 54 U.S.C. § 101702(a), authorizes the NPS to enter into a cooperative agreement "that involves transfer of [National Park] Service appropriated funds to a State, local, or tribal government or other public entity, an educational institution, or a private nonprofit organization to carry out public purposes of a [National Park] Service program ... under section 6305 of title 31.

Unless otherwise specified herein, all terms and conditions as stated in the master cooperative agreement will apply to this task agreement.

ARTICLE II – PROJECT GOALS AND OBJECTIVES

Project Goals – The NPS and Recipient seek to: to restore and conserve habitat by removing exposed surface casings of one or more abandoned oil and gas wells located within the Neches River within Big Thicket NP in a manner that adheres to State and Federal regulatory requirements for oil and gas operations and meets conservation needs identified within the Master Cooperative Agreement Number P15AC01148. The NPS and Recipient have the compatible goal of ensuring that abandoned oil and gas wells located within Big Thicket NP are properly plugged and abandoned and that associated disturbed areas are restored. Abandoned oil and gas wells and sites located in Big Thicket NP pose safety threats and environmental risks. Threats include: increased hazards to natural resources during hurricane season, resource damage from release of petroleum products due to missing or deteriorating pressure control equipment, contamination of surface or groundwater absent proper well plugging, personal injury and property damage from release of pressurized and highly flammable well fluids, and loss of habitat from surface disturbances. These risks increase with time, as does the cost to address them.

Project Objectives – The National Park Service, (NPS) and the Recipient seek to restore, enhance, and protect Big Thicket NP and its visitors by removing exposed surface casings of one or more abandoned oil and gas wells located within the Neches River and by completing proper cutting and capping techniques that will protect park visitors, subsurface and surface waters, wetlands, protected species, and sensitive natural resources.

ARTICLE III – PUBLIC PURPOSE

The purpose of this agreement is to collaborate with the Railroad Commission of Texas to enhance public use and protection of the Neches River - a waterway within the boundary of Big Thicket NP. The surface casings of four abandoned oil wells have

become exposed due to erosion caused by migration of the river and are now directly within the river's stream channel. These exposed surface casings pose a direct threat to all users of the waterway (navigational hazard) and have the potential to affect all downstream ecosystems and communities should they become damaged and release petroleum products into the waterway. Removing the surface casings will eliminate the navigational hazard and provide the opportunity to verify that the four abandoned wells have been properly plugged and thereby ensure that there is no risk to downstream ecosystems and communities from a release of petroleum products.

ARTICLE IV – STATEMENT OF WORK

One or more wells will be addressed by this project are:

E.C. Taliaferro #1 (API# 42-361-00044)
Elisha Morris Fee #1 (API# 42-241-80053)
State Lease No. M-49802 #1U (API# 42-199-03194)
State Lease No. M-49802 #3 (API# 42-199-03196)

NPS and the recipient will implement action, associated with removing surface casing and capping one or more wells, as funding will allow, subject to approval of NPS for the minimum quantity of wells.

Removal of the exposed surface casings will be the same for all four wells and will involve the use of water-based equipment, contingent upon favorable work site conditions inclusive of water levels in the Neches River, to conduct the following activities:

1. Launch equipment downriver and mobilize upriver to work site (equipment will consist of a work barge with a crane and other personnel boats);
2. Install cofferdam around surface casing and pump water out of work site;
3. Monitor for LEL and H2S gases for 24 hours (this will be conducted once the water has been removed from the worksite);
4. Mobilize hot tap crew and welder to worksite (this will be conducted once monitoring for gases at the worksite has been clear for 24 hours);
5. Hot tap surface casing and monitor for pressure and LEL;
 - a. If no pressure is found or pressure is found that can be bled off, the well's existing plugs have not been compromised and surface casing removal may proceed,
 - b. If pressure is found that cannot be bled off, then the well's existing plugs have been compromised and re-plugging activities will need be undertaken prior to removing the exposed surface casing (no further work will be conducted and demobilize will occur as outlined in Steps 9 and 10).
6. Rig up crane to hold exposed surface casing (this will be conducted once there is no pressure on the surface casing);

7. Cut exposed surface casing at or below the mudline and use crane to lift and remove cut surface casing from worksite;
8. Pump 10' surface plug (if no cement is found), weld ½" steel plate on top of casing and plug 2" valve on hot tap.
9. Demobilize hot tap crew, welder and gas monitoring equipment from worksite;
10. Remove cofferdam and demobilize all remaining equipment.

ARTICLE V – RESPONSIBILITIES OF THE PARTIES

A. Recipient Responsibilities:

1. The Recipient shall carry out the Statement of Work in accordance with the terms and conditions stated herein. The Recipient shall adhere to Federal, state, and local laws, regulations, and codes, as applicable.
2. The Recipient shall participate in project-related planning with the NPS by providing technical assistance in plugging or re-plugging of abandoned wells and reclamation of associated disturbed areas.
3. The Recipient shall provide equipment, personnel, and other in-kind resources necessary to perform the functions specified under Sections B and C of this Article IV.
4. The Recipient shall draft plans, specifications, cost estimates, and contracts for removal of the exposed surface casings and if necessary the re-plugging of abandoned wells and reclamation of associated disturbed areas.
5. The Recipient shall provide project monitoring to ensure compliance with contract requirements.
6. The Recipient shall contribute information necessary to support contract award and to track project progress and expenditures, and ensure consistency with project objectives for project documentation.

B. NPS Responsibilities:

1. Monitor and provide Federal oversight of activities performed under this agreement. Monitoring and oversight includes review and approval of financial status and performance reports, payment request, and tasks identified below. Additional monitoring activities may include site visits, conference calls, and other on-site and off-site monitoring activities. At the Recipient's request, NPS may also provide additional technical assistance to the Recipient in support of the objectives of this agreement.
2. Substantial involvement by NPS is anticipated during the period of performance of this agreement. In support of this agreement NPS will be responsible for the following:
 - i. Inventory, characterize, and prioritize abandoned oil and gas wells and associated disturbed areas within certain units of the National Park System in the State of Texas.

- ii. Provide project-related compliance with the National Environmental Policy Act and other applicable environmental protection laws and regulations, including the National Historic Preservation Act and Endangered Species Act, to develop proposed actions that are in the best interest of public safety and the NPS mission.
- iii. Participate in project monitoring.
- iv. Provide photographic documentation of the well sites before, during, and after well plugging or re-plugging and land reclamation, as applicable per wellsite.
- v. Prepare maps showing abandoned well sites and disturbed areas in relation to Big Thicket NP boundary, park roads, and developments for the purpose of inclusion in an environmental assessment and other related projects as necessary.
- vi. Participate in monitoring well plugging and reclamation projects to assure long-term project success and immediately notify Recipient of problems or concerns that arise during projects or during follow-up monitoring

C. The Recipient and NPS, jointly, agree to:

1. Coordinate project activities, track project progress and expenditures, and ensure consistency with the project objectives.
2. Monitor surface casing removal activities and reclamation of associated disturbed areas to ensure procedures meet both Recipient and NPS standards.
3. Perform public outreach for sensitive projects.

ARTICLE VI – TERM OF AGREEMENT

This task agreement shall remain in effect from the date of signature until September 30, 2023, unless modified per Article X of this agreement.

ARTICLE VII – KEY OFFICIALS

A. Key officials are essential to ensure maximum coordination and communication between the parties and the work being performed. Under this task agreement they are:

1. For the NPS:

FA Awarding Officer (FAAO):

Kelvin A. Delaney
Supervisory Contract Specialist

National Park Service
Intermountain Region
12795 W. Alameda Parkway
Lakewood, CO 80228
Phone: (303) 969-2796
Fax: (303) 969-2786
kelvin_delaney@nps.gov

Agreement Technical Representative (ATR):

Audrey Ashcraft
Administrative Officer
National Park Service
Big Thicket National Preserve
6044 FM 420
Kountze, TX 77625
Phone: (409) 951-6810
Fax: (409) 951-6869
audrey_ashcraft@nps.gov

2. For Recipient:

Wei Wang
Executive Director
Railroad Commission of Texas
1701 N. Congress Ave.
Austin, TX 78701
Phone: (512) 463-7068
Fax: (512) 463-7000
wei.wang@rrc.texas.gov

Colleen Forrest
Senior Management Analyst
Railroad Commission of Texas
1701 N. Congress Ave.
Austin, TX 78701
Phone: (512) 463-2645
Fax: (512) 463-7000
colleen.forrest@rrc.texas.gov

ARTICLE VIII – AWARD AND PAYMENT

- A. NPS will provide funding to Recipient in an amount not to exceed \$399,612.00 for the work described in Article IV and in accordance with the approved budget

for this task agreement (Attachment A). Any award beyond the current fiscal year is subject to availability of funds.

- B. Recipient shall request payment as set forth in the master cooperative agreement.

ARTICLE IX – REPORTS AND/OR OUTPUTS/OUTCOMES

- A. The following table sets forth the reporting requirements for this agreement.

Required Reports	Report Requirements and Due Dates
Performance Report	
Format	No specific format required. See content requirements in 2 CFR 200.327-329.
Reporting Frequency	Annual
Reporting Period	Oct 1 – Sept 30
Due Date	Within 90 days after the end of the Reporting Period.
Submit to:	kelvin_delaney@nps.gov audrey_ashcraft@nps.gov
Federal Financial Report	
Format	SF-425 (all applicable sections must be completed)
Reporting Frequency	Annual
Reporting Period	Oct 1 – Sept 30
Due Date	Within 90 days after the end of the Reporting Period.
First Report Due Date	September 30, 2020
Submit to:	kelvin_delaney@nps.gov audrey_ashcraft@nps.gov

- B. A final Performance Report and a final Federal Financial Report will be due 90 days after the end-date of the Term of Agreement. Each report shall be submitted as described above.

ARTICLE X – MODIFICATION, REMEDIES FOR NONCOMPLIANCE AND TERMINATION

- A. This agreement may be modified at any time, prior to the end of the period of performance, only by a written instrument. Modifications will be in writing and approved by the NPS FA Awarding Officer (FAAO).
- B. Additional conditions may be imposed if it is determined that the Recipient is non-compliant to the terms and conditions of this task agreement pursuant to 2 CFR 200.338.

- C. This task agreement may be terminated consistent with applicable termination provisions for Federal awards pursuant to 2 CFR 200.339 through 200.342.

ARTICLE XI – GENERAL AND SPECIAL PROVISIONS

A. Conflict of Interest

1) Applicability.

- (a) This section intends to ensure that non-Federal entities and their employees take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements.
- (b) In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR 200.318 apply.

2) Requirements.

- (a) Non-Federal entities must avoid prohibited conflicts of interest, including any significant financial interests that could cause a reasonable person to question the recipient's ability to provide impartial, technically sound, and objective performance under or with respect to a Federal financial assistance agreement.
- (b) In addition to any other prohibitions that may apply with respect to conflicts of interest, no key official of an actual or proposed recipient or subrecipient, who is substantially involved in the proposal or project, may have been a former Federal employee who, within the last one (1) year, participated personally and substantially in the evaluation, award, or administration of an award with respect to that recipient or subrecipient or in development of the requirement leading to the funding announcement.
- (c) No actual or prospective recipient or subrecipient may solicit, obtain, or use non-public information regarding the evaluation, award, or administration of an award to that recipient or subrecipient or the development of a Federal financial assistance opportunity that may be of competitive interest to that recipient or subrecipient.

3) Notification.

- (a) Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI

awarding agency or pass-through entity in accordance with 2 CFR 200.112, Conflicts of interest.

- 4) Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Financial Assistance Officer in writing of any conflicts of interest that may arise during the life of the award, including those that have been reported by subrecipients. Restrictions on Lobbying. Non-Federal entities are strictly prohibited from using funds under this grant or cooperative agreement for lobbying activities and must provide the required certifications and disclosures pursuant to 43 CFR Part 18 and 31 USC 1352.
- 5) Review Procedures. The Financial Assistance Officer will examine each conflict of interest disclosure on the basis of its particular facts and the nature of the proposed grant or cooperative agreement, and will determine whether a significant potential conflict exists and, if it does, develop an appropriate means for resolving it.
- 6) Enforcement. Failure to resolve conflicts of interest in a manner that satisfies the Government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

B. **Program Income.** If the Recipient earns program income, as defined in 2 CFR §200.80, during the period of performance of this agreement, to the extent available the Recipient must disburse funds available from program income, and interest earned on such funds, before requesting additional cash payments (2 CFR §200.305 (5)). As allowed under 2 CFR §200.307, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must be used for the purposes, and under the conditions of, the Federal award. Disposition of program income remaining after the end of the period of performance shall be negotiated as part of the agreement closeout process.

C. **Data Availability:**

- 1) Applicability. The Department of the Interior is committed to basing its decisions on the best available science and providing the American people with enough information to thoughtfully and substantively evaluate the data, methodology, and analysis used by the Department to inform its decisions.
- 2) Use of Data. The regulations at 2 CFR 200.315 apply to data produced under a Federal award, including the provision that the Federal Government has the right to obtain, reproduce, publish, or otherwise use the data produced under a Federal

award as well as authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

3) Availability of Data. The recipient shall make the data produced under this award and any subaward(s) available to the Government for public release, consistent with applicable law, to allow meaningful third party evaluation and reproduction of the following:

- (a) The scientific data relied upon;
- (b) The analysis relied upon; and
- (c) The methodology, including models, used to gather and analyze data.

ARTICLE XII-ATTACHMENTS

The following documents are attached and made a part of this task agreement:

Attachment A. Detailed Budget

ARTICLE XIII - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this task agreement on the date(s) set forth below.

FOR THE RAILROAD COMMISSION OF TEXAS



Wei Wang
Executive Director

September 30, 2019
Date

FOR THE NATIONAL PARK SERVICE

Kelvin A. Delaney
FA Awarding Officer

Date

RAILROAD COMMISSION OF TEXAS

PERFORMANCE BOND

STATE OF TEXAS

RFP No.: 455-22-1021B

COUNTY OF _____

Contract No.: 455-22-SAMPLE

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as PRINCIPAL,

and _____, as SURETY(IES),

Surety Address:

Surety Phone: _____

Surety Fax: _____

Surety Email: _____

are hereby held and firmly bound unto the State of Texas in the penal sum of:

_____ Dollars (\$ _____)

for the payment, whereof, the said PRINCIPAL and SURETY(IES) bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the PRINCIPAL entered into a certain Contract dated _____, 20____, attached hereto and made a part hereof, with the State of Texas, acting by and through the Railroad Commission of Texas, to commence and complete certain public works described as:

Work Order ## issued under Contract No. 455-22-SAMPLE

Well Plugging and Related Services at RRC District ## - District Name

NOW THEREFORE, the conditions of this obligation are such that, if PRINCIPAL shall faithfully perform the Contract in accordance with all terms and conditions of **Work Order ##** issued under Contract No. 455-22-SAMPLE, and as provided in Texas Government Code Chapter 2253 shall fully indemnify and save harmless the State of Texas from all cost and damage which the State of Texas may suffer by reason of PRINCIPAL'S default or failure to do so, and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then such obligation shall be null and void; otherwise such obligation shall remain in full force and effect.

Provided further, that if any legal action be filed upon this bond, venue shall lie in Travis County, Texas and Surety(ies) for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms and conditions of the Contract, to the work to be performed thereunder, or to the specifications accompanying the same, shall in anyway affect Surety(ies) obligation on this bond, and Surety(ies) hereby waives notice of any such change, extension of time, alteration, or addition to the terms and conditions of the Contract, to the work to be performed thereunder, or to the specifications accompanying the same.

In event PRINCIPAL is in default under the Contract as herein defined, SURETY(IES) will within fifteen (15) days of determination of such default take over and assume completion of the Contract and become entitled to the payment of the balance of the Contract price.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this ____ day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

SURETY (IES)

By: _____

By: _____

RAILROAD COMMISSION OF TEXAS

PROGRESS PAYMENT AFFIDAVIT

STATE OF TEXAS

RFP NO. 455-22-1021B

COUNTY OF _____

CONTRACT NO. 455-22-SAMPLE

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared

_____ who being duly sworn, on oath,
says that he/she is a duly authorized representative of

_____, CONTRACTOR, and all
terms of the Contract for the completion of certain works described as

DRAFT ONLY

have been satisfactorily completed to the extent indicated on the attached voucher and that ALL sums of money due for payrolls, bills for material and equipment, and other indebtedness connected with the Contract for which the State of Texas and the Railroad Commission of Texas, or its property or the real property on which the work was performed, might in any way be responsible, to the best of his/her knowledge and belief have been paid or will be paid or otherwise satisfied within ten days after receipt of the requested payment from the Railroad Commission of Texas or within the period of time required by Texas Government Code §2251.022.

Contractor agrees to indemnify and hold the State of Texas and the Railroad Commission of Texas harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through to the Contract. Contractor further agrees to indemnify and hold harmless all real property on which the work was performed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Contractor to the Contract.

Payments to subcontractors for labor and/or materials which are pending or disputed as of the date hereof are:

<u>Individual or Company Name</u>	<u>Mailing Address</u>	<u>Amount Owed</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Affiant's Signature / Date

Notary Public, in and for the County of _____, Texas

Printed Name / Title

Sworn to and subscribed before me this _____ day of _____, 20__.

(SEAL)

Instructions: Affidavit must be signed by an individual owner, a partner in a partnership, or by a person authorized by bylaws or Board of Directors to sign for a corporation. If Contractor is a joint venture or partnership of individuals, either may sign, but if a joint venture in which a corporation is a party, separate affidavits must be executed by each corporation and by each individual owner or partnership.

RAILROAD COMMISSION OF TEXAS

CONTRACTOR’S CONSENT TO FINAL
PAYMENT

STATE OF TEXAS

RFP NO. 455-22-1021B

COUNTY OF _____

CONTRACT NO. 455-22-SAMPLE

BEFORE ME THE UNDERSIGNED AUTHORITY, on this day personally appeared

_____ who being duly sworn,
on oath,
says that he/she is a duly authorized representative of
_____, CONTRACTOR, and
all
terms of the Contract for the completion of certain works described as

SAMPLE

have been satisfactorily completed and that ALL sums of money for payrolls, bills for material and equipment, and other indebtedness connected with the Contract for which the State of Texas and the Railroad Commission of Texas or its property might in any way be responsible, to the best of his/her knowledge and belief, have been paid or will be paid or otherwise satisfied within ten days after receipt of final payment from the Railroad Commission of Texas, or within the period of time required by Texas Government Code §2251.022. Final payments to subcontractors for labor and/or materials which are pending or disputed as of the date of this Affidavit are:

Individual or Company Name	Mailing Address	Amount Owed
_____	_____	_____
_____	_____	_____
_____	_____	_____

Except for those claims listed herein, if any, Contractor hereby waives all claims against the State of Texas and the Railroad Commission of Texas. Contractor agrees to indemnify and hold harmless the State of Texas and the Railroad Commission of Texas from any liens, debts, or obligations which arise from labor or materials provided by or through Contractor to the Contract. Contractor further agrees to indemnify and hold harmless all real property on which the work was performed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Contractor to the project.

Affiant’s Signature / Date

Printed Name / Title

Notary Public, in and for the County of _____, Texas

Sworn to and subscribed before me this ____ day of _____, 20__.

(SEAL)

Signature

RAILROAD COMMISSION OF TEXAS

SURETY'S CONSENT TO FINAL PAYMENT

RFP No: 455-22-1021B **CONTRACT No.:** 455-22-SAMPLE

PROJECT TITLE: Work Order ##: Well Plugging and Related Services

PROJECT LOCATION: RRC District ## - District Name **CONTRACT DATE:** Effective Date

OWNER: Railroad Commission of Texas
1701 N. Congress Avenue
Austin, Texas 78701

CONTRACTOR: _____
(Name)

(Address)

(City, State, Zip Code)

SURETY: _____
(Name)

(Address)

(City, State, Zip Code)

On bond of _____, Contractor, the Surety hereby approves of final payment by Owner to Contractor on the above Contract, and agrees that final payment from Owner to Contractor shall not relieve Surety of any of its obligations to Owner as set forth in Surety's bond.

IN WITNESS WHEREOF, Surety has hereunto set its hand this _____ day of _____, 20____.

SURETY:

(Signature)

(Printed Name, Title)