Request for Proposal for Preparation of Third-Party Environmental Impact Statement

for the



Transwestern Pipeline Company, LLC

Desert Southwest Expansion Project

February 2026

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DISCLAIMER

THIS IS NOT A FEDERAL PROCUREMENT.

THE FOLLOWING REQUEST FOR PROPOSALS (RFP) WILL RESULT IN A PRIVATE CONTRACT BETWEEN TRANSWESTERN PIPELINE COMPANY, LLC AND A CONTRACTOR, AND WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS. NEITHER THE PROCUREMENT NOR ADMINISTRATION OF THE RESULTING CONTRACT IS SUBJECT TO FEDERAL PROCUREMENT LAWS, REGULATIONS, OR PROTEST PROCEDURES. ANY DISPUTES NOT SETTLED BY THE PARTIES THEMSELVES MUST BE RESOLVED BY A COURT OF COMPETENT JURISDICTION, OR THROUGH ALTERNATIVE DISPUTE RESOLUTION PROCEDURES TO BE DETERMINED BY THE PARTIES AND DESCRIBED IN THE CONTRACT.

QUESTIONS CONCERNING THIS PROCUREMENT SHOULD BE DIRECTED ONLY TO TRANSWESTERN PIPELINE COMPANY, LLC. TRANSWESTERN PIPELINE COMPANY, LLC MUST PROVIDE INFORMATION SUPPLIED TO ANY INDIVIDUAL CONTRACTOR TO ALL CONTRACTORS SUBMITTING A LETTER OF INTENT TO RESPOND TO THE RFP.

THE FEDERAL ENERGY REGULATORY COMMISSION STAFF SHOULD NOT BE CONTACTED AND WILL NOT RESPOND TO ANY QUESTIONS CONCERNING THE PROCUREMENT PROCESS.

HOLD HARMLESS

The parties agree that the Federal Energy Regulatory Commission and its employees are not liable for any costs or judgments arising from the conduct of this procurement, and administration or supervision of the contract for the environmental services described herein.

TO: Prospective Bidders

FROM: Kerry Asteris, Senior Environmental Project Manager
Transwestern Pipeline Company, LLC

DATE: February 9, 2026

SUBJECT: Request for Proposals (RFP) to Prepare an Environmental Impact Statement (EIS) for the Desert Southwest Expansion Project

Proposal Due Date: March 2, 2026 at 5:00 pm Central Time

1.0 BACKGROUND, OVERVIEW, AND SCOPE

1.1 Background

Transwestern Pipeline Company, LLC (Transwestern) proposes to construct the Desert Southwest Expansion Project (Project), an approximate 520-mile, 48-inch diameter pipeline and associated appurtenances, which will transport natural gas from the West Texas Kermit Compressor Station (WT2 Kermit) within the Transwestern pipeline system in Winkler County, Texas, to the Phoenix Lateral in Pinal County, Arizona, located north of Salt River Project's (SRP) Coolidge Generating Station. The Project will traverse multiple counties in Texas, New Mexico, and Arizona. Based on the response to the Project's Open Season, multiple laterals will be constructed at various locations along the mainline. Transwestern is soliciting proposals for the consultation, coordination, and preparation required for development of an Environmental Impact Statement (EIS) and related documents and services necessary for the proposed Project, including alternatives and early identification and resolution of issues. The EIS will be prepared under a third-party contractor arrangement with Transwestern as the Applicant and the Federal Energy Regulatory Commission (FERC or Commission) as the lead federal agency for the National Environmental Policy Act (NEPA) process. Transwestern intends to request FERC to begin the NEPA review prior to filing its application, in accordance with the Commission's pre-filing process detailed in section 157.21 of the Commission's regulations. The FERC's Office of Energy Projects (OEP) will be responsible for providing technical direction to the third-party contractor throughout the NEPA review process. A contract will be executed pursuant to the third-party contracting procedures referenced in the FERC third-party contracting program announced on February 4 and 9, 1994, and in accordance with FERC's *Handbook for Using Third Party Contractors to Prepare Environmental Documents*, as revised in February 2025.

As the Applicant, Transwestern is soliciting proposals through this RFP for a third-party contractor to provide the services described in sections 1.3 and 2.0 of this RFP. The technical and cost proposals of the third-party contractors will be initially reviewed and evaluated by Transwestern, who will then submit all the proposals to the OEP staff and file the proposals in the FERC project docket as privileged. The OEP staff will make the final selection of the third-party contractor, based on its independent review of the technical, managerial, personnel, and Organizational Conflict of Interest (OCI) aspects of each proposal. Upon selection, the third-party contractor, Transwestern, and the Director of OEP will sign a Memorandum of Understanding (MOU) that details the roles and responsibilities of each party (see Appendix G for sample MOU). Transwestern will finalize a contract with and fund the successful contractor for the scoped activities.

Once a third-party contractor is selected, the OEP staff will direct the activities of the contractor in the consultation, reviews, and preparation and processing of documents within the scope identified herein. Transwestern will have no control over nor direct the activities of the contractor, except the processing of invoices and other budgetary matters. Other federal agencies participating in the NEPA process may include the Bureau of Land Management (BLM), U.S. Forest Service (Forest Service), Army Corps of Engineers (USACE), U.S. Fish and Wildlife (FWS), U.S. Bureau of Reclamation (BOR) (Central Arizona Project), Bureau of Indian Affairs (BIA), U.S. Department of War (DOW), Environmental Protection Agency (EPA), and U.S. International Boundary and Water Commission (USIBWC). Appropriate regulatory agencies in Texas, New Mexico, and Arizona will also be encouraged to participate in the NEPA process and may be cooperating agencies.

Transwestern has selected a proposed pipeline route and compressor station and aboveground appurtenance locations for the Project and has secured the services of EXP Energy Services Inc. (EXP), Transwestern's environmental consultant, to assist in the development and preparation of the Environmental Resource Reports (RRs) required for the application to be filed with the FERC.

1.2 Overview of the Project

The Desert Southwest Expansion Project will expand Transwestern's certificated capacity by up to an additional approximately 2.3 billion cubic feet per day starting from Transwestern Pipeline's West Texas Kermit (WT2 Kermit) Compressor Station in Winkler County, Texas, to the Phoenix Lateral in Pinal County, Arizona, located north of SRP's Coolidge Generating Station. The Project includes approximately 520 miles of 48-inch diameter mainline pipeline; approximately 202 miles of lateral pipelines; up to 7 new compressor stations; modifications at 3 existing compressor stations; and associated appurtenances. The proposed facilities are subject to change, and the final scope will be reflected in Transwestern's FERC application, which Transwestern anticipates filing with FERC in fourth quarter 2026.

More than 80 percent of the pipeline route is co-located with existing pipelines. Routing for the proposed laterals has also considered co-location with existing disturbance, where feasible.

Different construction methods will be used based on the topography and geology of the terrain and may include widening or narrowing the width of the construction right-of-way (ROW) depending on the site-specific conditions. The standard construction ROW width will typically be 150 feet. The use of a wider ROW will be dependent on proposed construction equipment (pipelayers, etc.), blasting requirements, ditch and spoil side topsoil segregation, agricultural land crossings (> 4' of cover), weather related constraints, etc.

Horizontal Directional Drills (HDDs) are proposed to cross large waterbodies and certain highways and railroads. It is also estimated that standard bores would be used to cross various roads, railroads, foreign line crossings, and historic or scenic trails.

Pipeline construction would utilize 5 spreads:

Spread Breaks (approximate):

- Spread 1 (MP 0 – MP 114.82)
- Spread 2 (MP 114.82 – MP 217.92)
- Spread 3 (MP 217.92 – MP 315.93)
- Spread 4 (MP 315.93 – MP 361.00)
- Spreads 5A, 5B, and 5C (MP 361.00 – MP 519.00)

Laterals

Table 1.2-1 lists the proposed laterals, including length, diameter, and location, resulting from responses to the Project's Open Season.

Pipe and Contractor Yards

Offsite pipe and contractor yards will be required for all spreads which will be determined as project design develops.

Access Roads

Access to the ROW and aboveground facilities will utilize available public roads that cross the pipeline, as well as private roads where Transwestern will acquire easements. New access roads (permanent or temporary) or existing access roads requiring improvement will be identified and provided in the FERC Resource Reports.

Table 1.2-1
Proposed Laterals

Name	Length (miles)	Pipe Size	State	County	Spread
ET Orla East Lateral	2.93	30	Texas	Reeves	1
RBO Lateral	1.15	30	Texas	Reeves	1
RBX and Bear Lateral	3.18	24	Texas	Reeves	1
Red Chile Lateral	17.50	24	New Mexico	Dona Ana	3
Luna Lateral	5.93	16	New Mexico	Luna	3
Apache Lateral	24.00	20	Arizona	Cochise	4
San Manuel Lateral	3.28	10	Arizona	Pinal	5
Mesa Germann Lateral	34.20	20	Arizona	Pinal	5
Saguaro Lateral	21.20	20	Arizona	Pinal	5
ED 3 Lateral	1.86	6	Arizona	Pinal	Existing Phoenix Lateral
Mojave Energy Park Lateral	1.26	10	Arizona	Mojave	
Stanfield/Marigold	3.90	20	Arizona	Pinal	
Harquahalah Lateral	22.90	20	Arizona	Maricopa	
Copia Lateral	20.83	20	Arizona	Maricopa	
Desert Sun Lateral	37.60	30	Arizona	Maricopa	
Total:	**201.72**				

Aboveground Facilities

Meter Stations, Launchers/Receivers, Mainline Valves, and Communication Sites

Receipt and delivery meter stations will be located along the mainline as well as launcher/receivers and mainline valves according to 49 CFR §192.179. The need for communication sites will be determined as pipeline design continues.

Compressor Stations

Table 1.2-2 lists the 7 proposed new compressor stations (see map in Appendix E), which have been located based on terrain and existing infrastructure (service roads and electric power). They are proposed as 20-acre sites. Additional compression will also be added at 3 existing compressor stations (see Table 1.2-2).

Table 1.2-2
Proposed Compressor Stations

Name	MP	State (County)	Total HP	Landowner
Existing CS 1 – WT2 Kermit	0.0	TX (Winkler)	15,900	Private
CS 2 – Pine Springs	~75.5	TX (Culberson)	95,700	Private
CS 3 – Cornudas	~156.3	TX (Hudspeth)	95,700	University Lands

Name	MP	State (County)	Total HP	Landowner
CS 4 – Deming	~238.3	NM (Dona Ana)	47,800	BLM
CS 5 – Lordsburg	~326.8	NM (Hidalgo)	47,800	Private
CS 6 – Willcox	~397.0	AZ (Cochise)	31,900	Private
CS 7 – Oracle	~466.3	AZ (Pinal)	31,900	Private
Desert Basin	Phoenix Lateral	AZ (Pinal)	23,470	Private
Existing - Gila	Phoenix Lateral	AZ (Maricopa)	31,800	AZ State Land
Existing - New River	Phoenix Lateral	AZ (Maricopa)	No new HP - Rewheel	AZ State Land

Alternatives

Alternative routes are being studied at various locations where options exist to reduce pipe length or to avoid potentially sensitive areas. The alternatives will be provided in the FERC Resource Reports.

An overview map of the Project is included as Appendix E. Transwestern will identify any non-jurisdictional facilities associated with its proposal for possible inclusion in the scope of the review as soon as possible.

1.3 Scope

1.3.1 Pre-Filing Activities

In an effort to resolve issues early and to obtain stakeholder concurrence related to the pipeline facilities (pipeline route and aboveground facility locations) that have been selected, Transwestern has requested FERC staff to begin its NEPA review process prior to receipt of Transwestern's application. Accordingly, Transwestern has provided as much information as is currently available about project scope at this time in the process.

It is Transwestern's intention to hire a third-party contractor, under the direction of the OEP staff, to:

1. verify, update, and maintain mailing lists;

2. coordinate and attend scoping meetings and other meetings and site visits, as required by the OEP staff;

3. identify and summarize concerns raised by regulatory agencies and other stakeholders;

4. prepare meeting minutes for all attended meetings (in-person and virtual);

5. attend Transwestern's open house/public meetings;

6. work with OEP staff to identify additional concerns of affected/adjacent landowners, landowner organizations, environmental groups, and federal, state and local agencies;

7. communicate with and assess information from concerned parties and advise Transwestern's environmental consultant and Transwestern's staff in the collection of data and the suggestions of alternative sites/routes and mitigations to respond to these concerns;

8. prepare periodic draft project update mailers;

9. prepare a draft Notice of Scoping and/or Notice of Intent, as applicable for public scoping, and coordinate and participate in public scoping meetings;

10. prepare and submit draft Environmental Comments on the Resource Reports to OEP staff;

11. review and comment on field surveys conducted by Transwestern's environmental consultant, e.g.,
    - review information that will be the basis of both the RRs and the EIS;
    - anticipate the OEP staff's questions, or communicate directly with the OEP staff to determine possible environmental questions so that the appropriate answers may be developed while conducting environmental surveys; and
    - identify potential alternatives for further review.

The third-party contractor will also review and comment on the background data developed by Transwestern's environmental consultant to support the RRs. The contractor awarded this contract should request additional data through the OEP staff, where needed for the development of the EIS and anticipate the OEP staff's questions with the goal of minimizing environmental data requests after the filing of the application. This review may include the following items:

- maps and alignment sheets;
- work required to comply with the Endangered Species Act, including field surveys;
- work required to comply with the National Historic Preservation Act; and

- work required to delineate waters of the U.S. and wetlands that will be subject to the federal permitting requirements.

Transwestern's environmental consultant will prepare the RRs for filing with Transwestern's application, in compliance with FERC's regulations. The content of each of the twelve RRs required for this Project is listed in the FERC's regulations at 18 CFR 380.12.

The third-party contractor will also be expected to prepare a preliminary administrative draft EIS (PADEIS) that can be submitted to the OEP staff for review before or soon after Transwestern files the application with FERC. See Section 2.0 of this RFP.

1.3.2 Post-Filing Activities

Once Transwestern has filed its application with the FERC, in addition to performing the functions listed in section 1.3.1 above, the selected third-party contractor will:

- prepare and submit a draft Notice of Intent, as applicable;
- prepare and submit a PADEIS to the OEP staff;
- incorporate comments from OEP staff into an administrative DEIS (ADEIS);
- submit the ADEIS to OEP staff and the cooperating agencies;
- incorporate/resolve comments on the ADEIS from OEP staff and the cooperating agencies;
- prepare and submit a DEIS to OEP staff;
- assist the OEP staff in preparing responses to public comments on the DEIS;
- coordinate and participate in public comment sessions on the DEIS and organize comments for review;
- prepare and submit an administrative final EIS (AFEIS) to OEP staff and the cooperating agencies, as necessary;
- prepare and submit a FEIS to the OEP staff;
- prepare periodic draft project update mailers, as necessary; and
- assist OEP staff, as necessary, with project-related tasks between the issuance of the NEPA document and the Commission Order. Examples of such tasks include support in responding to comments on the EIS.

2.0 SERVICES REQUIRED

The selected third-party contractor will be responsible for working along with the OEP staff and the various stakeholders while Transwestern's Resource Reports are being developed. The selected third-party contractor will keep the OEP staff apprised of issues as they arise, and,

when the OEP staff determines it is appropriate, participate in stakeholder meetings and site visits to identify and possibly help resolve issues.

The selected third-party contractor will also be responsible for assisting the OEP staff in conducting the NEPA review, preparing an EIS, and completing related work within the agreed-upon schedule and approved budget. It will be the contractor's responsibility to notify Transwestern if the work effort ultimately required by the OEP staff exceeds the work effort on which the bid was based, or the approved budget.

The third-party contractor will be responsible for satisfactory completion of the following tasks:

(1) Preparation of all project-related documents, reports, and notices required by OEP staff. All materials must be provided to the OEP staff in editable electronic format (generally Microsoft Word and/or Adobe pdf format) or as otherwise agreed to by the OEP Environmental Project Manager. Any required databases (such as mailing lists) must be in MS Excel. The camera-ready DEIS and FEIS will be provided as pdf files as specified by the OEP staff. Hard copies may be requested in certain circumstances.

(2) Preparation of notices, agendas, itineraries, presentation materials and summaries for bi-weekly conference call meetings, agency meetings, public scoping meetings and public comment meetings on the DEIS (in-person or virtual, as appropriate). This task will require close coordination with the OEP Environmental Project Manager. Required work will include researching venues, preparing notices, developing materials for meetings, participating in meetings, and preparing reports summarizing the results of the scoping meetings/process and public meetings on the DEIS. The contractor will prepare a summary of agency scoping comments/issues for subsequent agency review and concurrence. Assume at least twelve scoping meetings and public comment meetings will be conducted. Potential locations for these meetings will be in counties located along the Project route in Texas, New Mexico, and Arizona.

(3) Transwestern plans to hold approximately 14 open houses along the route in Arizona, New Mexico, and Texas, which the third-party contractor may be requested to attend. Please provide a separate line item if attendance is requested. Tentatively, locations are planned for:

City	**County**
Texas	
Kermit	Winkler
Mentone	Loving
Orla	Reeves
Pine Springs	Culberson
Dell City	Hudspeth
El Paso	El Paso
New Mexico	
Anthony	Doña Ana
Deming	Luna
Tyronne/Silver City	Grant
Lordsburg	Hidalgo

Arizona	
Wilcox	Cochise
TBD	Graham
Oracle	Pinal
Coolidge	Pinal

(4) Preparation and maintenance of a computerized (sortable database) mailing list of agencies, officials, community/environmental groups, concerned citizens, affected property owners and other interested parties. Transwestern will provide initial agency and affected property owner lists.

(5) Characterization of existing environmental conditions, incorporation of issues identified during scoping, assessment of the significance of the potential environmental effects of the proposed project, identification of potential site, route, and facility location alternatives (both locally and regionally), and determination of mitigation necessary to avoid or reduce impacts to acceptable levels for the environmental topics listed in Bullet 6 (below). Studies shall take into account the direct effects of project facility construction, operation and maintenance, upset conditions, and abandonment for all proposed and alternative project facilities. Special expertise may be needed for areas of non-routine environmental sensitivity (such as marine environments). The RRs contained in other major applications, if any, and other already available technical data shall be used to the maximum extent practicable.

(6) Preparation of the EIS to meet the requirements of NEPA, the National Historic Preservation Act, Endangered Species Act, other applicable laws and regulations, any additional requirements of the OEP staff, and to address any scoping and public meeting issues.

The EIS shall include, but not necessarily be limited to, the following sections: [1]

1. Cover Sheet
2. Executive Summary
3. Introduction
4. Description of Proposed Project
5. Alternatives
6. Environmental Analysis
7. Conclusions (including summary of unavoidable significant adverse effect) and Recommendations (mitigation measures, including mitigation monitoring plan)
8. List of Preparers and Contributors
9. References (including agencies and sources consulted)

[1] See 18 CFR § 380.7 and 40 CFR § 1502.10 for additional guidance.

10. EIS Distribution List
11. Index
12. Comments and Responses (FEIS only)
13. Appendices and Technical Reports

In conjunction with the OEP staff, the third-party contractor will be responsible for identifying and assessing potential alternatives to the proposed project that are capable of meeting the project's goals and are sufficient to meet the requirements of NEPA, including reducing potentially significant effects associated with the proposed project and fostering informed decision-making. Potential alternatives to the Project identified by Transwestern will be identified in Resource Report #10 of the RRs. Any project alternatives identified by the OEP staff will also be addressed.

The Description of the Proposed Project and Alternatives should include, at a minimum, the following subsections:

1. Purpose and Need for the Project
2. Approvals to be Sought through Use of the EIS
3. Pipeline Route, Compression Facilities, Aboveground Facilities and Access Road Descriptions, as appropriate
4. Ancillary Facilities
5. General Design Parameters
6. Construction Methods, (for Pipeline, Compression and Aboveground Facilities, as applicable) including Applicant-Proposed Mitigation Measures
7. Construction Schedule and Work Force
8. Operation and Maintenance Procedures
9. Abandonment Procedures
10. Interrelationships with Other Planned Projects and Non-jurisdictional Facilities
11. Alternatives (including No Action)

The majority of this information will be available in the RRs. The third-party contractor shall review the RRs for accuracy and adequacy to meet the needs of NEPA for the preparation of an EIS and shall prepare a data request(s) to Transwestern (routed through the OEP staff) requesting any other data that may be needed. The EIS shall fully address the following resource topics (as applicable):

1. Geology (including mineral resources and geologic hazards)
2. Soils (including agricultural impacts and erosion control and restoration/revegetation)

3. Water Resources (surface water, groundwater hydrology and quality, and wetlands)
4. Biological Resources (including wildlife, vegetation, wetlands, aquatic biology, and threatened and endangered species)
5. Land Use and Recreation
6. Socioeconomics
7. Visual Resources/Aesthetics
8. Air Quality
9. Noise
10. Cultural and Paleontological Resources
11. Public Safety
12. Cumulative Impacts

(7) Prepare supporting maps showing the location of all project facilities and related areas of disturbance, and pertinent resource data. Transwestern will be responsible for developing most of the maps requested by the third-party contractor. The scale of the supporting maps will normally range from 1:24,000 to 1:100,000, depending on the complexity/sensitivity of the resources potentially affected and project specifics.

(8) Maintain ongoing review of potential environmental issues and assessment of adequacy of overall scope of the environmental analysis. The OEP staff shall be advised immediately of any potential data gaps or analysis shortcomings.

(9) Arrange with Transwestern to participate in inspections of the proposed facility locations (including overflight, as appropriate) with the OEP staff. This may occur in conjunction with open houses or the scoping meetings. (The FERC will reimburse Transwestern for all costs associated with OEP staff participation in overflights.)

(10) Analyze comments and prepare draft responses to comments on the PADEIS, ADEIS, DEIS, FEIS, and related documents.

(11) Prepare camera-ready copies of the DEIS and FEIS and any required notices for submission to the FERC staff for printing and mailing. For purposes of proposal preparation, assume that the contractor may need to print and distribute at least (25) copies of the preliminary documents (ADEIS, etc.) to cooperating agencies. (The actual number of preliminary documents needed will be determined based on consideration of cooperating agencies' needs.)

(12) Develop and maintain a formal project management system to allow for weekly or biweekly, as mutually agreed, tracking of schedule and budget status for the prime contractor and any subcontractors.

(13) Prepare a Biological Assessment, if appropriate.

3.0 PROJECT TIMELINE

Proposals submitted in response to this RFP should identify any perceived need for specific supplemental studies to fully comply with NEPA and the FERC's implementing regulations.

Assuming Transwestern responds expeditiously to data requests, the major milestones of the project schedule are summarized below, however, it should be understood that the ultimate schedule for NEPA will be determined by the OEP staff, not the applicant.

Proposed Schedule – Major Milestones	
Activity	**Target Date**
Issue RFP for FERC Third-Party EIS Contractor	February 2026
Submit FERC Pre-Filing Review Process Request	March 27, 2026
Submit Third-Party Contractor Proposals to OEP	March 27, 2026
Contract with FERC Third-Party EIS Contractor	April 9, 2026
Submit Draft Resource Reports 1 and 10	April 16, 2026
Host Open House meetings	April 14 - 30, 2026
FERC Scoping Process	June 1 - 30, 2026
Submit Draft Resource Reports 1-12	August 31, 2026
File NGA Section 7(c) Application	November 7, 2026
FERC Issues DEIS	June 2027
FERC Issues FEIS	September 2027
Issuance of FERC Order	November 2027
In-Service	June 2029

3.1 Third-Party Contractor Selection

1. Transwestern sends out RFP to contractors – February 2026
2. Hold contractors' teleconference – February 2026
3. Submit proposals to Transwestern by 5:00 p.m. Central Time on March 2, 2026
4. Hold contractors' oral presentations (if required).
5. Submit proposals to OEP staff – March 6, 2026
6. OEP selects third-party contractor – March 20, 2026
7. Complete contract negotiations with Transwestern – March 27, 2026
8. Third-party contractor begins work – April 2, 2026

3.2 Transwestern's Certificate Application Development Work

1. Conduct open houses/public meetings – April 2026
2. Continue environmental surveys – April 2026
3. Completion of civil and design survey – 2026

4. Completion of environmental surveys – 2026
5. Submission of draft RRs to OEP Staff – August 2026
6. Submission of FERC application and RRs – November 2026
7. Receive FERC decision – November 2027

3.3 Transwestern's Project Schedule Milestones[2]

The following EIS review tasks will be conducted by the third-party contractor and/or OEP staff:

3.3.1 Pre-Filing

1. Study pipeline route and aboveground facility locations plans, attend open house/public meeting(s) – April 2026
2. Coordinate agency and scoping meetings – May 2026
3. Issue Notice of Scoping plan and hold scoping meeting(s) – June 2026
4. Conduct site visit(s), route investigations, and alternative site/route analysis – May-June 2026
5. Review draft RRs and prepare comments on them for OEP Staff review – August-September 2026
6. Begin preparation of PADEIS – September 2026

3.3.2 Post-Filing[3]

(File FERC application on day 0)

1. Review application filing and supplements – Day 10
2. Prepare draft Environmental Information Request(s) for OEP Staff review – Day 60
3. Contractor delivers draft Notice of Intent, as applicable to OEP staff – Day 50
4. Contractor delivers PADEIS to OEP staff – Day 120
5. Comments on PADEIS returned to contractor – Day 130
6. Contractor delivers ADEIS to OEP staff and Cooperating Agencies – Day 140
7. Comments on ADEIS returned to contractor – Day 170
8. Contractor delivers camera-ready DEIS to OEP staff – Day 175
9. OEP issues DEIS – Day 180

[2] Note that for Natural Gas Act-related projects, section 157.21 of the Commission's regulations specifies some general timelines that must be met.
[3] Schedule for delivery of the PDEIS, DEIS, PFEIS, and FEIS will be dictated by OEP staff.

10. Hold public meetings to receive comments – Day 220
11. Contractor delivers preliminary FEIS to OEP staff and Cooperating Agencies – Day 250
12. Comments on preliminary FEIS returned to contractor – Day 270
13. Contractor delivers camera-ready FEIS to OEP staff – Day 275
14. OEP issues FEIS – Day 302
15. Assist staff with preparation of Environmental Insert for Order – Day 360

4.0 PROPOSAL REQUIREMENTS AND PROCESS

4.1 Letter of Intent

Third-party contractors shall submit a Letter of Intent before the Contractors' Teleconference to offer a proposal to Transwestern at the e-mail address or the regular address listed in section 4.3.12. Those submitting a Letter of Intent will receive amendments to this RFP, if any, and copies of any written material from the teleconference as described in section 4.2. This letter will facilitate the distribution of written information but does not obligate the contractor to submit a proposal.

4.2 Contractors' Teleconference

A Contractors' Teleconference will be held by Transwestern on February 18, 2026, at 10:00 am Central Time. At the conference, questions will be answered by Transwestern. Contractors who submit a Letter of Intent and who do not attend the teleconference will be notified of any modifications and receive a copy of the minutes of the meeting within two (2) days of the meeting if an e-mail address is provided. Otherwise, minutes of the meeting will be sent via regular mail.

The purpose of this teleconference will be to:

- Answer contractors' questions about the RFP;
- Discuss any other information to be used in the submission of a proposal;
- Discuss software that will be used by Transwestern's environmental consultant and engineering consultant in the development of documents for the FERC certificate application; and
- Entertain requests for other background documents, which may be available for use during the preparation of the proposal but were not sent to contractors.

All third-party contractors are strongly encouraged to participate in this Contractors' Teleconference since this is the only opportunity to receive responses to questions. Individual telephone calls are not permitted; no questions related to this RFP will be answered in any forum other than at the Contractors' Teleconference. All questions must be answered while the conference is in open session so that all participants have equal access to the responses.

4.3 Proposal Requirements

If a contractor provides a Letter of Intent to bid on the RFP, and subsequently does not intend to submit a proposal, the contractor shall notify Transwestern as soon as possible, but in any event no later than seven days prior to the proposal due date. Contractors shall also return all material to Transwestern.

Contractors must provide one electronic copy of the technical proposal and cost estimate; Transwestern will coordinate distribution and ultimately provide the OEP staff with one electronic copy of the proposals. The proposal is limited to (50) pages (single-sided, space and a half). All materials should be easily readable. The proposal should be concise, well organized and contain the following information in the order presented below:

4.3.1 Introduction

Explain the contractor's understanding of the project and a summary of the contractor's qualifications for this project in one or two pages. Because the project is located in Texas, New Mexico, and Arizona, qualifications for assessing impacts to the environment of this region of the country should be highlighted.

4.3.2 Technical Approach

Present both an overall technical approach for the preparation of the EIS and the approach proposed for individual technical areas and tasks. Include any recommendations to improve the scope and/or schedule (including rationale) and reflect those recommendations in the cost estimate.

4.3.3 Project Organization and Management Approach

Describe the proposed project organization, with an organization chart including positions, responsibilities and reporting relationships. The project manager, deputy project manager, environmental specialists with responsibility for each resource area, administrative support personnel, and any subcontractor(s) must be identified, and their location specified. These key personnel shall not be reassigned within the project or to other projects without prior consultation with the OEP staff.

Describe the proposed management scheme for the project, with a discussion of where the work will be done and where each key person and subcontractor presently resides. Provide the proposed mechanisms for communication, reporting, technical direction and control, cost control, schedule control, quality control, quality assurance and control of subcontractors.

4.3.4 Qualifications and Experience

Describe qualifications and prior experience in completing similar NEPA projects, particularly pipeline construction projects or other linear facility projects. Emphasize prior work experience with the FERC for natural gas-related projects; with BLM, FWS, USACE, and

other federal agencies for linear projects; with Texas, New Mexico, and Arizona state agencies; with major relevant construction projects; and with projects in the geographical areas of study. Discuss the contractor's familiarity with the specialized issues and requirements of proposed facility construction. Discuss the contractor's understanding of the FERC environmental requirements for projects under the Natural Gas Act as reflected in FERC's regulations and current policies. Discuss third-party contractor experience with FERC or other federal NEPA-review agencies.

Describe the contractor's past record in meeting performance and delivery requirements for similar contracts.

Statements of education, qualifications, and prior experience should be provided not only for the contractor but also for the key personnel and subcontractors that will be assigned to the project, along with their **specific experience with the type of project under consideration**.

The past, current, and proposed use of small and small disadvantaged-owned business enterprises by the contractor should be described.

4.3.5 Project Schedule

Submit a proposed schedule delineating dates for completion of the major work tasks specified in Section 3.0 of this RFP. The selected contractor must adhere to the completion dates as determined by the OEP Staff. Any suggested modifications to the schedule must be presented with reasons for the changes. **Note, however, that the ultimate schedule will be determined by the OEP staff, not the applicant**.

It is important that contractors demonstrate to Transwestern and the OEP staff that ample resources exist to meet the project schedule. If a contractor has other NEPA review projects and/or other obligations underway concurrently, it must clearly show separate resources or provide convincing evidence that it can meet the schedule.

4.3.6 References

List and describe three successfully completed or in-progress projects of a similar nature with the name and phone number of the client's project manager. Additionally, list three client references specifically for the proposed project manager.

4.3.7 Conflicts of Interest and Critical Energy Infrastructure Information

Identify possible conflicts of interest that may require investigation by the FERC staff. Include a discussion of all work completed by the contractor for similar work on natural gas-related projects within the last 3 years. A contractor must disclose any financial or other interest in the outcome of the action. The contractor must also submit a Critical Energy Infrastructure Information (CEII) Non-Disclosure Agreement for itself and each subcontractor used.

All proposals must include the following items:

- Either the FERC's (a) Organizational Conflict of Interest (OCI) representation statement, or (b) OCI Disclosure Statement, prepared by a responsible official attesting the contractor and its subcontractor(s) have no financial or other conflicting interest in the outcome of the project, or proposing a mitigation plan if an actual or potential OCI exists. (See Appendix A.)
- The FERC's OCI Questionnaire. (See Appendix B.)
- A Contractor CEII Non-Disclosure Agreement. (See Appendix C.)

Transwestern will complete an OCI Certification. (See Appendix D.)

4.3.8 Resumes

Include in the RFP the specific resumes for project management and technical specialists that the contractor proposes to actually perform the work specified in the scope of this RFP. Resumes may be submitted as an attachment to the proposal or as a separate volume. All resumes should be limited to two pages and must include the institution and date of graduation for all academic degrees as well as a summary of relevant work experience and the specific dates of performance.

4.3.9 Cost Estimate

Transwestern anticipates awarding and signing a Master Services Agreement (MSA) contract. Since costing is estimated, each contractor shall submit a rate sheet for hours and expenses. Transwestern will compensate the contractor based upon the actual hours worked and expenses incurred. All preparation and processing of documents, RR review, NEPA review, EIS submission, and any other costs applicable to the scope of work defined above shall be submitted as a proposal for "time and materials, cost not to exceed without prior authorization" with an attached cost breakdown. Transwestern understands that there may be out-of-scope requirements for the completion of this project and any resultant costs will be handled between the contractor and the applicant under the provisions of the contract.

Any limiting assumptions used to prepare the cost estimate should be clearly specified in the proposal. Also include a rate schedule that will apply to the project and for any work beyond the scope stated in this RFP.

Assume that Transwestern, through the OEP staff, will provide the successful contractor with copies of all environmental information filed with FERC, including base maps, aerial photos, and computerized mailing lists of agencies, officials, community/environmental groups, concerned citizens, affected property owners and known interested parties at the time that contact negotiations are completed. Transwestern will provide aerial overflights for key contractor and OEP staff (weather conditions permitting), either prior to or in conjunction with the open house/public meetings, or at the OEP staff's request. (However, the FERC will reimburse Transwestern for all costs associated with OEP staff participation in aerial overflights.)

4.3.10 Available Materials

Appendix F presents a list of documents available from Transwestern that should assist contractors in preparation of their proposals. Please contact Kerry Asteris at Kerry.Asteris@energytransfer.com to arrange for review of these documents. Note that Transwestern will only entertain questions about this RFP at the Contractor's Teleconference discussed in Section 4.2.

A kmz file of the project will be provided upon receipt (email to Kerry Asteris) of an executed Non-Disclosure Agreement.

4.3.11 Sample Memorandum of Understanding (MOU)

Appendix G to this RFP presents a sample MOU with key provisions that must be included in the awarded contract. Contractors are asked to review this sample MOU and point out any difficulties with its language in their proposal. The proposal must indicate the contractor's review of the sample MOU and identify issues that require resolution during contract negotiations. Issues raised after submittal of the proposal will not be subject to negotiation. The person(s) authorized to negotiate on behalf of the contractor should be identified.

Please note the OEP staff cannot be contacted on any contract negotiations between Transwestern and the contractor.

4.3.12 Addresses

Submit Letters of Intent via e-mail to:

Kerry Asteris, Kerry.Asteris@energytransfer.com

Submit Technical Proposals and Cost Estimates to:

Kerry Asteris, 1300 Main Street, Houston, TX 77002

Technical Proposals and Cost Estimates should be submitted to Transwestern by 5:00 pm Central Time on March 2, 2026.

5.0 SELECTION PROCESS

Only those proposals submitted by contractors prior to the deadline stated herein will be evaluated. The proposals will be initially reviewed by Transwestern, and then all proposals will be submitted to the OEP staff. Proposals will also be filed on the FERC project docket in accordance with the Commission's instructions for filing of privileged material.

Transwestern will provide the OEP staff with one electronic copy of the contractors' proposals, along with the contractors' OCI statements, CEII non-disclosure agreements, and Transwestern's OCI certification of each contractor. GAL (Office of the General Counsel's General & Administrative Law section) will perform an OCI review of the submitted proposals. OEP staff will then conduct an independent review of the contracts cleared by GAL and the Director of OEP will make the final selection of the contractor. Lack of an OCI

Statement, or the existence of an identifiable OCI (relative to the contractor, its key personnel, or any proposed subcontractor) that cannot be mitigated to the satisfaction of the FERC staff, will be sufficient grounds for proposal rejection.

Once the OEP staff has notified Transwestern of its selection and the MOU is signed, Transwestern will negotiate and fund a contract with the contractor. Transwestern will keep the OEP staff apprised of the negotiations with the contractor. Once the contract has been executed, the contractor will proceed to work solely under the direction and guidance of the OEP staff. The agency (i.e., the OEP staff) will "assist the applicant by outlining the types of information required or, for the preparation of environmental documents, shall provide guidance to the applicant or contractor and participate in their preparation."

5.1 Selection Criteria by Transwestern

5.1.1 Appraisal of Technical Approach (*40 percent*)

The proposal must show:

- familiarity with environmental regulations and procedures for satisfying NEPA and related requirements;
- ability to prepare NEPA documentation for projects involving construction of facilities of the type being proposed;
- familiarity with how to proceed in the environmental evaluation of the proposed project, understanding of the available data, identification of possible issues and a description of any needed supplemental analyses; and
- ability of the contractor's proposed technical and procedural approach to the preparation of the identified tasks to result in compliance with NEPA and other environmental documentation requirements.

5.1.2 Organization Qualifications and Experience (*20 percent*)

The proposal must show:

- experience in managing major NEPA reviews for large projects, preferably the same or similar types of construction projects. Highlight experience with projects which used the Commission's Pre-Filing Process;
- experience working as FERC's third party NEPA contractor;
- past record of the contractor's organization in meeting performance and delivery requirements for similar contracts;
- resources and facilities available to the organization to fulfill contract requirements, including those of any subcontractor(s) proposed for use;
- familiarity with the specialized issues and requirements of proposed facility construction; and

- experience in working with multiple federal and state agencies on large construction projects, particularly in Texas, New Mexico, and Arizona.

5.1.3 Project Management and Personnel (*20 percent*)

The proposal must show:

- adequacy of contractor's approach for OEP staff interface, and for planning and scheduling task activities as presented in the RFP;
- ability to assign and commit key personnel to the project, and use of appropriate personnel to accomplish specific tasks;
- ability to satisfy logistical requirements such as materials, transportation, office location(s), document production, computer services and so forth to ensure an effectively managed program;
- experience, education, and location of the Project Manager;
- experience, education, and location of the Deputy Project Manager;
- experience of the Project Manager and Deputy Project Manager in working with multiple Federal and state agencies on large construction projects, particularly in Texas, New Mexico, and Arizona;
- experience, education, and location of various key environmental specialists, and any subcontractors proposed for use; and
- qualifications and experience of the administrative support personnel.

5.1.4 Schedule and Work Plan (*20 percent*)

The proposal must show:

- demonstrated ability to meet schedule requirements using staff and resources separate from (or not conflicting with) other EIS efforts underway or scheduled for the same time frame;
- presentation of a detailed Schedule and Work Plan to perform the tasks as presented in the RFP; and
- adequate support for any schedule changes.

5.2 Oral Presentation

Following review of the proposals, Transwestern may request oral presentations from the short-listed bidders. The Project Manager, Deputy Project Manager, and only one or two key technical staff identified in the proposal's organization chart will be required to present their team's capabilities to Transwestern. If oral presentations are required, they will be scheduled virtually in early March 2026. The short-listed bidders will be contacted with further details regarding the presentation.

5.3 Selection of Contractor

Upon completion of the oral presentation (if required), each short-listed bidder will be ranked using the qualification appraisal, the oral presentation, and the cost proposal. Transwestern will provide the OEP staff with all of the proposals received, with rationale for the ranking when they submit copies of the proposals and OCI statements as noted above.

6.0 SAMPLE CONTRACT

A sample Transwestern contract is provided in Appendix H. Contractors are asked to review this contract and point out any difficulties with contract language in their proposal. The OEP staff may not be contacted on any contractual issue. The proposal must indicate the contractor's review and acceptance of the contract or identify issues that require resolution during negotiations. Issues raised after submittal of the proposal will not be subject to negotiation. The person(s) authorized to negotiate on behalf of the contractor should be identified. Transwestern, in consultation with the OEP staff, reserves the right to reject any or all submittals.

The Appendices are as follows:

A. OCI Representation and Disclosure Statements
B. OCI Questionnaire
C. Contractor CEII Non-Disclosure Agreement
D. OCI Certification
E. Project Overview Map
F. List of Available Background Documents
G. Sample Memorandum of Understanding
H. Sample Transwestern Contract

Appendix A – OCI Representation and Disclosure Statements

COMPLETE EITHER THE REPRESENTATION OR THE DISCLOSURE – NOT BOTH

OCI Representation Statement

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, no facts exist relevant to any past, present or currently planned interest or activity (financial, contractual, personal, organizational or otherwise) that relate to the proposed work; and bear on whether I have (or the organization and any of its affiliates has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice; or (2) being given an unfair[4] competitive advantage.

Signature: _____ Date: _____

Name: _____ Title: _____

Organization: _____

OCI Disclosure Statement

I hereby certify (or as a representative of my organization, I hereby certify) that, to the best of my knowledge and belief, all relevant facts -- concerning past, present, or currently planned interests or activities (financial, contractual, organizational or otherwise) that relate to the proposed work and bear on whether I have (or the organization has) a possible conflict of interest with respect to (1) being able to render impartial, technically sound, and objective assistance or advice, or (2) being given an unfair competitive advantage—are fully disclosed on the following page(s) and formatted to show:

- For ease of presentation, the OCI information is divided into four parts, indicating whether the possible OCI is: organizational, contractual, financial, or other;
- The company, agency, organization in which I (or my organization) have a past, present, or currently planned interest or activity (financial, contractual, organizational, or otherwise);

[4] An unfair competitive advantage does not include the normal flow of benefits from the performance of the contract

- A brief description of the relationship;
- The period of the relationship;
- The extent of the relationship (such as value of financial interest of work; percent of total holdings, total work, etc.); and
- A mitigation plan, if necessary.

Signature: _____ Date: _____

Name: _____ Title: _____

Organization: _____

Appendix B – OCI Questionnaire

Name of Person or Organization: _____

OCI Questionnaire

1. Will you (or your organization) be involved, or have you previously been involved, in the performance of any portion of the project under this solicitation, aside from your organization's proposed work as a third-party contractor?
   ( ) No.
   ( ) Yes. The portion of the proposed work; the proposed hours and dollar value; and the type of involvement are fully disclosed on the attached pages.

2. What is (are) the major type(s) of business conducted by you (or your organization)? Please reply on the attached pages.

3. Do you (or your organization) have any affiliates?
   ( ) No.
   ( ) Yes. The name and a description of the major type(s) of business that each affiliate conducts are disclosed on the attached pages.

4. Will any of the following be involved in performing the proposed work under this solicitation: (a) any entities owned or represented by you (or your organization); (b) your organization's Chief Executive or any of its directors; or (c) any affiliates?
   ( ) No.
   ( ) Yes. A full disclosure and discussion is given in the attached pages.

5. Are you (or your organization) an energy concern?
   ( ) No.
   ( ) Yes. A full disclosure and discussion is given on the attached pages.

6. Do you (or your organization) have a direct or indirect relationship (financial, organizational, contractual, or otherwise) with the project owner or with any business entity directly or indirectly connected to the project owner (including a parent company, affiliate, or any other business concern)?
   ( ) No.
   ( ) Yes. List the business entity(ies) showing the nature of your relationship (including the dates of the relationship, and the dollar value of any financial relationship).

7. What percentage of your total income for the current and preceding calendar years resulted from arrangements with any of the entities identified in Question 6 above?

   ___ % For the current calendar year: from / / to / / .
   ___ % For the preceding calendar year: from / / to / / .
   ___ % For the second preceding calendar year: from / / to / / .

8. Do you (or your organization) currently have or have you had during the last six years any arrangements (for example, contracts and cooperative agreements) awarded, administered, or funded—wholly or partly—by the Commission or any other federal agency which relates to the proposed Statement of Work?
   ( ) No.
   ( ) Yes. A full disclosure and discussion is given on the attached pages.

9. Do you (or your organization) have or have you ever had any contracts, agreements, special clauses, or other arrangements which prohibit you (or your organization) from proposing work to be performed in this solicitation or any portion thereof?
   ( ) No.
   ( ) Yes. A full disclosure and discussion is given on the attached pages.

10. Do you (or your organization) have any involvement with or interest (direct or indirect) in technologies which are or may be subjects of the contract, or which may be substitutable for such technologies?
   ( ) No.
   ( ) Yes. A full disclosure and discussion is given on the attached pages.

11. Could you (or your organization) in either your private or federal government business pursuits use information acquired in the performance of the proposed work under this solicitation; such as:
   (a) Data generated under the contract?
   (b) Information concerning Commission plans and programs?
   (c) Confidential and proprietary data of others?
   ( ) No.
   ( ) Yes. A full disclosure and discussion is given on the attached pages.

12. Under the proposed work under this solicitation, will you (or your organization) evaluate or inspect your own services or products, or the services or products of any other entity that has a relationship (organizational, financial, or other, such as a client) with you (or your organization)? This could include evaluating or inspecting a competitor's goods and services.
   ( ) No.
   ( ) Yes. A full disclosure and discussion is given on the attached pages.

13. To avoid what you perceive as a possible OCI, do you (or your organization) propose to: exclude portions of the proposed work; employ special clauses; or take other measures?
   ( ) No.
   ( ) Yes. A full discussion is given on the attached pages.
   ( ) No possibility of an OCI is perceived. This answer is briefly justified on the attached pages.

14. What percentage of the revenue reported in this OCI statement is attributable to work as a FERC third-party contractor?

15. Are you (or your organization) performing any function for another company, either currently or in the past 24 months, on a similar project in the same geographic area?
( ) No.
( ) Yes.

16. If the answer is yes, please list the name(s) of the project(s) and the work being performed.

I hereby certify that I have authority to represent my organization, and that, to the best of my knowledge and belief, the facts and representations presented on the four pages of this questionnaire and on the pages of the attachment to it are accurate and complete.

I recognize that OCI is an ongoing obligation requiring annual updating. Should I become aware of any actual or potential OCI during performance of this contract, I will advise the OEP staff and Transwestern and file an amended OCI Statement with the Commission's General and Administrative Law section, Office of General Counsel within 30 days that includes proposed mitigation or explanation why none is needed.

Signature: _____ Date: _____

Name: _____ Title: _____

Organization: _____

Appendix C – Contractor CEII Non-Disclosure Agreement

CONTRACTOR CEII NON-DISCLOSURE AGREEMENT

On behalf of [*contractor name*], I certify that [*contractor name*] will abide by the following terms with respect to critical energy infrastructure information (CEII) that the company has access to because of its work for the Federal Energy Regulatory Commission:

- Only authorized company employees with a need for the information will be given access to CEII. [*contractor name*] will maintain a list of each employee who is given access to CEII, including a listing of each project for which the employee has been given CEII.

- [*Contractor name*] will not provide CEII to or discuss CEII with anyone outside the company, except that CEII may be discussed with the project's owner, operator, or applicant.

- Any copies made of CEII will be marked as CEII, and treated as CEII.

- CEII will be used only in performance of [*contractor name*]'s work for the Federal Energy Regulatory Commission. When [*contractor name*] has completed work on the project, all CEII will be returned to the Commission.

- I acknowledge that a violation of this agreement may result in negative consequences and could affect [*contractor name*]'s ability to contract with the Commission in the future.

By: _____
Title: _____
Representing: _____
Date: _____

Appendix D – OCI Certification

OCI Certification

I, _____, am responsible for reviewing proposals received in response to Transwestern's Request for Proposals for the preparation of an Environmental Impact Statement and related documents and services for the proposed Desert Southwest Expansion Project.

I have reviewed the proposal of (contractor name) for Organizational Conflicts of Interest. I hereby certify that (contractor name) has complied with the OCI Representation or OCI Disclosure requirements of the RFP and that there are no real or apparent disqualifying conflicts of interest.

Signature: _____
Title: _____
Date: _____

Appendix E – Project Overview Map



Nevada
California
Arizona
New Mexico
Texas
MOJAVE ENERGY PARK LATERAL
Existing New River CS
HARQUAHALA LATERAL
COPIA LATERAL
Existing Gila CS
MESA GERMANN LATERAL
DESERT SUN LATERAL
ED3 LATERAL
STANFIELD / MARIGOLD LATERAL
CS7 - Oracle
SAN MANUEL LATERAL
Desert Basin CS
SAGUARO LATERAL
CS6 - Willcox
APACHE LATERAL
CS5 - Lordsburg
LUNA LATERAL
CS4 - Deming
RED CHILE LATERAL
Fort Bliss Military Reservation
CS2 - Pine Springs
CS3 - Cornudas
RBO & RBX LATERAL
ET BEAR LATERAL
ET ORLA EAST
Existing CS1 - WT2
MP 500
MP 450
MP 400
MP 350
MP 300
MP 250
MP 200
MP 150
MP 100
MP 50
MP 0
Las Vegas
Henderson
Lake Havasu City
Prescott
Phoenix
Tucson
Nogales
Agua Prieta
Flagstaff
Gallup
Albuquerque
Santa Fe
Las Cruces
Roswell
Carlsbad
Coolidge
Oracle
Willcox
Lordsburg
Deming
Anthony
Silver City
Tyrone
Dell City
Pine Springs
Orla
Mentone
Kermit
Colorado Plateau
San Francisco Plateau
Sonoran
Sacramento Mountains
Grand Canyon National Park
Chuckwalla National Monument
Cabeza Prieta National Wildlife Refuge
Coronado National Forest
Tonto National Forest
Apache National Forest
Gila National Forest
Cibola National Forest
Organ Mountains Desert Peaks National Monument
White Sands Missle Testing Center
Carson National Forest
Avi Kwa Ame National Monument
Mohave County
Coconino County
Navajo County
Apache County
Yavapai County
Gila County
Maricopa County
Pinal County
Graham County
Greenlee County
Pima County
Cochise County
Santa Cruz County
Hidalgo County
Luna County
Doña Ana County
Grant County
Sierra County
Otero County
Eddy County
Lea County
Chaves County
Lincoln County
Socorro County
Catron County
Cibola County
Valencia County
Torrance County
Bernalillo County
Sandoval County
Santa Fe County
San Miguel County
Guadalupe County
Mora County
Colfax County
Union County
Harding County
Quay County
Curry County
De Baca County
Roosevelt County
Bailey County
Lamb County
Hockley County
Cochran County
Yoakum County
Terry County
Gaines County
Andrews County
Ector County
Winkler County
Loving County
Ward County
Crane County
Reeves County
Pecos County
Jeff Davis County
Culberson County
Hudspeth County
El Paso County
Dallam County
Hartley County
Oldham County
Deaf Smith County
Parmer County
Castro County
Cimarron County
Rio Arriba County
Taos County
San Juan County
McKinley County
Cimarron County
Riverside County
La Paz County
Imperial County
Yuma County
San Bernardino County
Clark County
Santa Cruz County
Pecos County
Jeff Davis County
Legend
Compressor Station
Proposed Mainline
Proposed Lateral
Transwestern Pipeline System
Fort Bliss Military Reservation
NORTH AMERICA
North Pacific Ocean
0 20 40 80 Miles
ENERGY TRANSFER
Desert Southwest Expansion Project
Overview Map
Scale: 1 : 3,000,000
Sheet: 1 of 1

Appendix F – List of Available Background Documents

List of Available Background Documents

The following background documents are available on FERC's website and should be reviewed by all contractors prior to preparation and submittal of proposals in response to this RFP:

- FERC staff's current Wetland and Waterbody Construction and Mitigation Procedures.
- FERC staff's current Upland Erosion Control, Revegetation, and Maintenance Plan.
- FERC staff's Guidance Manual for Environmental Report Preparation for Applications Filed Under the Natural Gas Act Volumes I and II.

Other project-related documents are available for review at: https://desertsouthwest.com/

A kmz of the project will be provided upon receipt (email to Kerry Asteris) of an executed Non-Disclosure Agreement.

Contact: Kerry Asteris
Kerry.Asteris@energytransfer.com

Appendix G – Sample Memorandum of Understanding

(The purpose of the MOU is to establish mutual agreement between the applicant, the third-party contractor, and the OEP staff regarding the roles and responsibilities of each party. Although the language may vary, the concepts as worded below must be incorporated into the MOU and included as mandatory provisions of the finalized contract.)

SAMPLE MEMORANDUM OF UNDERSTANDING
between the
FEDERAL ENERGY REGULATORY COMMISSION
and
TRANSWESTERN (APPLICANT)
and
(Contractor's Name) (CONTRACTOR)

a. **Background**. The Energy Policy of 1992[5] and related regulations provide for the use of third-party contracts to assist agencies in satisfying the requirements of the National Environmental Policy Act (NEPA)[6]. It is understood, based on historical practice, that: 1) the term "third-party contract" refers to contractors paid by the applicant but selected by the agency; and 2) the contractor must submit a disclosure statement specifying any financial or other interest in the outcome of the action. If the NEPA document is prepared with third-party contract assistance, the responsible agency must participate in the preparation and shall independently evaluate the NEPA document prior to its approval. The agency must also take full responsibility for the scope and contents of the NEPA document.

This Memorandum of Understanding (MOU) defines the roles and obligations of the Federal Energy Regulatory Commission (FERC), the private entity, Transwestern, with a planned or pending application before the FERC (referred to as Applicant), and the independent contractor chosen by FERC staff (referred to as Contractor).

The contract between the Applicant and the Contractor will be executed pursuant to the third-party contracting procedures described in the FERC Handbook for using Third-Party Contractors to Prepare Environmental Documents (February 2025).

The FERC staff of the Office of Energy Projects (OEP) will direct the activities of the contractor in the consultation, reviews, preparation, and processing of the documents within the scope of the contract. **The Applicant will not control or direct the activities of the Contractor, except with respect to the processing of invoices**.

b. Obligations of the Applicant

[5] 16 U.S.C. 797d.
[6] 42 U.S.C. §§ 4321-4370h (2012)

The Applicant agrees to perform the following tasks:

I. Certify that the selected Contractor, to the best of its knowledge, has no financial or other interest in the outcome of the project. Specifically, the contract or project provides no unfair competitive advantage to the Contractor.

II. The Applicant and the Contractor have no relationships that could impair the Contractor's objectivity in performing the contract work.

III. Affirm that all communications with the Contractor will be restricted to financial components of its contract. Communications on the merits of the Applicant's project may only be conducted jointly with OEP staff, subject to any disclosure and ex parte requirements.

IV. Be solely responsible for all Contractor and subcontractor fees, costs, and expenses.

V. Retain no rights to the products of the contract.

VI. Include the Applicant and Contractor roles and obligations outlined in this MOU as mandatory provisions in the contract between Applicant and Contractor.

c. Obligations of the Contractor (and all subcontractors, as appropriate)

I. The Contractor certifies that it has no conflict of interest in performing the work required under the contract and certifies that it has no financial or other interest in the outcome of the Commission's review.

II. The Contractor certifies that its Organizational Conflict of Interest (OCI) Statement provided to FERC for review prior to selection is accurate.

III. The Contractor has a continuing obligation to identify conflicts of interest that may arise because of changes in corporate identity, affiliation, structure, or ownership, or changes to the contract throughout the actual performance period of the work. Therefore, the OCI Statement must be refreshed and filed into the record on an annual basis, at a minimum, and more frequently if the Contractor's business relationships have changed in a manner that affects the previously submitted OCI Statement.

IV. In the event an OCI is discovered after award, the Contractor certifies that it will immediately notify the OEP Environmental Project Manager and will submit a plan to mitigate the conflict. The mitigation plan will be submitted to FERC's Office of General Counsel – General and Administrative Law for review and written

determination as to whether the plan can be implemented within 30 days of the identification of an OCI.

V. The Contractor agrees to only communicate with the Applicant on financial issues related to the executed contract, unless OEP staff is present and subject to any disclosure and ex parte requirements.

VI. All work performed by the Contractor will be under the direction of and meet any timeframes established by OEP Staff. General duties of the contractor are listed in Chapter 2.4 of the Handbook for Using Third-Party Contractors to Prepare Environmental Documents. These duties are also listed within the sample Request for Proposals included in Chapter 3 of the Handbook.

VII. The Contractor shall not replace the Project Manager, assistant Project Manager, or other key employee or subcontractor personnel without the prior consultation of the OEP staff.

d. Obligations of OEP

I. OEP will select the Contractor, based on its independent review of the technical, managerial, personnel, and OCI aspects of each proposal.

II. OEP will set the schedule for completion of the NEPA document and all associated documents.

III. OEP will be responsible for providing technical direction to the Contractor throughout the NEPA review process.

IV. OEP will identify all information necessary to complete its review and will decide on the inclusion or deletion of all material in the NEPA document.

V. OEP staff has the right, at any time and in their sole discretion, to have any personnel of the Contractor, or the Contractor's subcontractor, either temporarily or permanently dismissed from the project.

e. Expiration

This MOU shall become effective upon signature of all three parties and shall expire following completion of the contracted scope of work as agreed to by the parties to the agreement.

f. Termination

This MOU may be terminated prior to expiration with the written consent of all three parties. Each party may initiate termination upon thirty (30) days written notice to the other parties. During the intervening 30 days, the parties agree to actively attempt to resolve any outstanding disputes or disagreements.

g. Effective Date

This MOU and any attachments hereto shall become effective upon signature of all three parties.

SIGNATURES OF AGREEMENT

Federal Energy Regulatory Commission

_____
Signature

_____
Typed Name

Director, Office of Energy Projects
Typed Title

_____
Date

TRANSWESTERN PIPELINE COMPANY, LLC

_____
Signature

_____
Typed Name

_____
Typed Title

_____
Date

Contractor

_____
Signature

_____
Typed Name

_____
Typed Title

_____
Date

Appendix H – Sample Transwestern Contract

v1.3.24

GENERAL SERVICES AND MAINTENANCE AGREEMENT
NO.: Agreement Number ETP



BETWEEN

TRANSWESTERN PIPELINE COMPANY, LLC
(COMPANY)

AND

Vendor Name
(CONTRACTOR)

EFFECTIVE DATE: EFFECTIVE DATE

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GENERAL SERVICES AND MAINTENANCE AGREEMENT

PART I

GENERAL UNDERSTANDINGS AND OBLIGATIONS OF THE PARTIES

This agreement ("Agreement") is made and entered into as of Effective Date ("Effective Date") by and between, Business Unit hereinafter referred to as "Company", and Vendor Name, hereinafter referred to as "Contractor" (Collectively "Parties"):

WITNESSETH THAT:

WHEREAS, Company has need for certain engineering, construction, inspection, design/drafting, maintenance and/or similar type services; and

WHEREAS, Contractor is willing to perform such services under a lump sum, fixed price and/or rate schedule for personnel, equipment and material utilized in the performance of the work.

NOW, THEREFORE, in consideration of the moneys to be paid hereunder, and the mutual undertakings, covenants and agreements hereinafter set forth, the Parties agree as follows:

1. **Scope of Work.** Contractor shall furnish and pay for all labor, supervision, tools, technical capability, transportation, materials and supplies (except those materials and supplies which Company hereinafter agrees to furnish) and all other items or accessories necessary for Contractor to perform and accomplish the Work described in Exhibit "A", or as set forth in the Work Offer or in the Proposal described in Part II of this Agreement.

   Contractor shall complete the Work by the date set forth in Exhibit "A" or on the Work Offer, as applicable ("Completion Date").

2. **Term**. This Agreement shall commence on Effective Date. The term of the Agreement shall:

   (Check One)

   [X] continue for a primary term of one (1) year from its Effective Date, and shall extend from month to month thereafter, unless and until terminated by either party giving at least thirty (30) days prior written notice to the other party. Contractor may not terminate this Agreement as to any particular project upon which Work has been commenced.

   [ ] be for a fixed term of Primary Terms Primary Term Options from its Effective Date.

3. **Price**. As total consideration for the Work to be performed hereunder, Company shall pay Contractor pursuant to the Work Offer as set forth in Exhibit "F," or the Rate Schedule as set forth on Exhibit "D," or Contractor's Proposal; such payment to be paid in accordance with the payment provisions of Part II hereof. Contractor shall submit its schedule of rates on an annual basis, but no more than one time in any twelve-month period to ServiceContracts.mailbox@energytransfer.com. If Contractor submits a schedule of rates during any twelve month period that contains rate increases from the previous twelve-month period, Company shall not be obligated to compensate Contractor for such rate increase unless approved by Company in writing.

4. **Notices.** All notices, consents, requests, invoices or statements provided for or permitted to be given under this Agreement must be in writing and are effective on actual receipt by the intended recipient or by delivery to the address, or facsimile number during working hours (8:00 a.m. to 5:00 p.m. CST) for the recipient listed below:

TO COMPANY: **INVOICES**	**TO CONTRACTOR:** **NOTICES & INVOICES**
Contractor shall submit invoices to the email address as designated in the Work Offer or if not in the Work Offer, as herein below, and must clearly indicate the Company name, WBS / Cost Center number, Agreement number and Work Offer number. Email invoices to: apinvoicesetp.mailbox@energytransfer.com (Phone: 214-840-5422)	Attn: Vendor Contact Name - Business Company: Vendor Address: Address 1 Business Phone No.: Email
NOTICES:	**LEGAL NOTICES:**
Attn: Service Contracts Company: Business Unit 1300 Main Street Houston, TX 77002 Email: ServiceContracts.Mailbox@energytransfer.com	Attn: Vendor Contact Name - Legal Company: Vendor Address: Address 1 Business Phone No.:

All notices, invoices, and other communications ("Notices") shall be sent to the Parties at their respective addresses in writing and as set forth above. Notices sent through the mail shall be deemed to have been received on the third day after mailing.

5. **Parts and Exhibits.** This Agreement consists of the following Parts and Exhibits (as checked), all of which are attached hereto and by this reference made a part hereof:

[X]	Part I	-	General Understandings and Obligations of the Parties
[X]	Part II	-	General Terms and Conditions
[X]	Exhibit A	-	Scope of Work
[X]	Exhibit D	-	Contractor's Rate Schedule
[X]	Exhibit E	-	Minimum Insurance Requirements
[X]	Exhibit F	-	Form of Work Offer
[X]	Exhibit G	-	Contractor's Completion Affidavit
[X]	Exhibit I	-	Contractor Safety
[X]	Exhibit L	-	Work Change Order
[X]	Exhibit O	-	Contractor Covered Tasks

IN WITNESS WHEREOF, this Agreement is executed on the day and year first above written, but is effective on the Effective Date.

"COMPANY" Signature Block	**"CONTRACTOR"** Vendor Name
Signature:	Signature:
Printed Name:	Printed Name:
Title:	Title:

Agreement No.: Agreement Number ETP

GENERAL SERVICES AND MAINTENANCE AGREEMENT

PART II

GENERAL TERMS AND CONDITIONS

1. **Definitions**. All definitions in Part I of this Agreement apply also to this Part II.

"Affiliate(s)" (and, with a correlative meaning "Affiliated") means, with respect to a party hereto, any entity, including, but not limited to, a corporation, company, partnership, LLC/LP or joint venture that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party. For purposes of this definition, the term "control" (including "controlled by" and "under common control with") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, regardless of percentage, by written contract, or otherwise.

"*Approved Vendor*" as used herein shall mean an entity that is or has been recognized in good standing by the Company or Company's primary contractor information management system provider.

"*Company's Premises*" includes all work places, land, right-of-way easements, surface easements, property, buildings, drilling rigs, gas terminals, temporary and permanent structures or installations, vehicles, helicopters, airplanes and other conveyances owned by, leased to, operated by and/or under the control of Company, its parent and/or Affiliates or otherwise used for Company's, its parent's and/or Affiliates' business (including all land and offshore facilities).

"Company's Representative" as used herein shall mean the individual designated by Company in the Work Offer, the individual signing the Work Offer for Company, and/or any other full-time employee of Company who is designated as the person having general authority to decide questions and resolve problems raised by Contractor or occurring in relation to the Work. The Company's Representative shall also have authority to delegate to inspectors or other Company's instructed personnel, designated duties in connection with the quality, inspection and progress of the Work; provided, however, that the Company's Representative shall not have authority to delegate its duties to non-employees under the Agreement, including Paragraphs 10 and 15 herein.

"*Drawings*" as used herein shall mean all graphs, depictions, and other visual layouts prepared by Company to describe the Work.

"Proposal" as used herein shall mean written proposals submitted by Contractor for Work performed for a lump sum or unit price basis and approved by Company's Representative. Contractor's Proposal shall properly describe the Work, materials to be furnished, the location, schedule and the price of the Work to be performed. Proposals shall reference the Agreement number and a copy of such Proposal shall be attached to associated invoices.

"*Waste*" as used herein shall include, but not be limited to, any pollutant, irritant or contaminant, garbage, refuse, sludge and other spent or discarded material, including solid, liquid, semisolid, or contained gaseous materials resulting from industrial, commercial, mining and agricultural activities or from community or individual activities, all waste classified as "hazardous waste" pursuant to the Resource Conservation and Recovery Act, as amended; "toxic waste" pursuant to the Toxic Substances Control Act as amended; and asbestos or lead.

"*Work*" as used herein shall mean the doing of all things described in the Scope of Work defined in Part I or in the Work Offer all in accordance with the terms, conditions, and standards of the Agreement.

"Work Offer" as used herein may be or may include Contractor's Proposal for Work, to be in substantially the form attached as Exhibit "F".

2. **Work Offer**. If Work performed under this Agreement is to be performed on a Work Offer basis, Contractor shall provide to Company a Work Offer in substantially the form attached hereto as Exhibit "F" or a Proposal which shall be attached to the Work Offer and incorporated therein. The Work Offer shall describe in detail the scope of Work to be accomplished on the specific project, and shall include, as applicable: (1) a detailed description of the Work to be performed; (2) designation of the rates and/or classifications of the service to be provided or of Contractor's employees who will perform the work (in accordance with Contractor's price quotation); (3) site and location of work project and project name; (4) the date Contractor shall commence Work; (5) any special conditions or instructions relating to the Work to be performed; (6) a list of Company furnished materials, if any, and the location where said materials may be picked up by or delivered to

Contractor. If Work under this Agreement is to be performed pursuant to a Work Offer, the Work Offer must be signed by both the Contractor and Company prior to Contractor proceeding with any particular project. Contractor understands and agrees that Work to be performed pursuant to Company's Work Offer shall be performed in compliance with and under the terms, conditions and provisions of this Agreement as if this Agreement were incorporated fully in said Work Offer, and that said Work Offer shall become a part of, and shall be governed by this Agreement. Contractor recognizes that this Agreement is not exclusive and does not guarantee Contractor any work or any minimum volume of work. Termination or suspension of Work under any Work Offer, in whole or in part, shall not diminish Contractor's liability or obligation to continue prosecution of Work under any other Work Offers.

3. **Time requirements.** The Contractor agrees to prosecute the Work regularly, diligently and uninterruptedly at such rate of progress as will be sufficient to achieve the Completion Date specified in Part I and any other milestones date contemplated under this Agreement. Contractor acknowledges and agrees that time is of the essence in the performance of this Agreement and the time requirements herein provided are both reasonable and realistic.

4. **Inspection and Responsibilities for the Work**. The Company's Representative may visit the Work site at intervals appropriate to keep familiar generally with the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Agreement. However, the Company's Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

Except as required by law, the Company's Representative will not be responsible for, and will not have control or charge of, the means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the Work, and the Company's Representative will not be responsible for Contractor's failures to carry out the Work in accordance with the Agreement. The Company's Representative will not be responsible for or have control or charge over the acts or omissions of Contractor, its subcontractors, or any of their agents or employees, or any other persons performing the Work.

The Company's Representative shall at all times have access to the Work wherever it is in preparation or progress, and to any other location where equipment or material for the Work, if any, is being fabricated or stored by Contractor or its subcontractors. All Work shall be performed in a workmanlike manner and shall meet with the approval of Company's Representative; provided, however, that no inspection or suggestion by Company Representative or Company employees or agents shall operate to control the method of performance of the Work hereunder, the manner and method of performing the same being under the sole control and direction of Contractor, Company having interest only in the results obtained, and Contractor shall perform all Work hereunder as an independent contractor.

Upon initiation of the Work or Scope of Work, Contractor shall furnish such progress reports, schedules, man hour, financial and cost reports and other reports concerning the Work or Scope of Work in progress and forecasted to be executed, as Company may from time to time require. Such progress reports when requested by Company shall be reported against an established baseline that aligns with the approved Work or Scope of Work. Contractor shall provide Company or Company's authorized representative, as a condition of payment under this Agreement, the progress reports.

5. **Representations and Warranties**. Contractor covenants, warrants and represents to Company that:

(a) The Work will be accomplished in a good and workmanlike manner in accordance with Company's approved practices and standards, with approved practices and standards of the industry, and with all plans and specifications made a part of this Agreement or any applicable Work Offer. Contractor assumes sole responsibility to assure that the Work is accomplished in accordance with any and all prudent and applicable safety standards. Contractor shall employ such methods, tools and equipment in the performance of the Work under this Agreement as will ensure work of reasonable accuracy.

(b) Contractor is engaged in the business of, and has developed the requisite expertise for performing the Work. Contractor and its agents, employees and subcontractors have the capability, experience, expertise and means required to perform the Work and the Work will be performed using personnel, equipment and materials qualified and/or suitable to do Work requested. Contractor acknowledges that Company is relying on Contractor's expertise and knowledge in its performance of the Work.

(c) Contractor has authority to do business in the state in which the Work is to be performed.

(d) Contractor shall comply with all valid applicable federal, state and local laws, ordinances and regulations thereunder, issued or promulgated by units of government and regulatory bodies with jurisdiction over any aspect of the Work. Contractor shall secure, at its expense, all necessary permits and licenses for the performance and completion of the Work, including but not limited to, the operation, hauling and transportation of all materials and/or equipment needed, used or supplied in and for the Work, and Contractor shall pay in connection therewith,

without reimbursement from Company, all valid and applicable fees, assessments or taxes levied by units of government with jurisdiction.

(e) Upon completion of the Work, the site as it relates to the Work performed by Contractor will comply with the requirements of all permits and all valid and applicable statutes, ordinances, orders, rules and regulations of the federal, state, and local governments having jurisdiction thereof.

(f) It shall be the responsibility of Contractor to examine, and Contractor specifically represents that it has carefully examined the Agreement, including all drawings, specifications, and special conditions, if any; that it has inspected the sites and routes of the Work, and is acquainted thoroughly with all conditions likely to be encountered in performing the Work. In relation to the project site, Contractor has taken into account all facets of the job including, but not limited to, the items listed below as they relate to the specifications and the conditions which may be encountered in performing the Work, as Contractor's price reflects consideration of all of them.

1. Low areas, which could be wet during construction.
2. Abnormal weather conditions
3. Completion of project in order to meet in-service dates
4. Labor conditions and availability
5. Rail locations
6. Material type and size
7. Road load limit
8. Special taxes, assessments, or use fees
9. Availability and disposal of clean, non-alkaline water for hydrostatic testing
10. Crossing of Company or third-party pipelines
11. Equal Opportunity/Affirmative Action/Drug Testing responsibility
12. Applicable federal, state, and local laws, ordinances, statutes, rules, and regulations
13. Applicable federal, state, and local environmental safety standards
14. All rock removal and disposal

(g) Contractor shall make timely payments to all materialmen, subcontractors and suppliers for materials and services furnished by them for the Work, and failure of Contractor to so perform shall be deemed a breach hereof.

6. **Guarantees.** Contractor shall request guarantees with respect to machinery, equipment, materials, and work from all vendors, subcontractors and construction contractors from which Contractor procures machinery, equipment, materials, or work in connection with Work performed hereunder, and will make such guarantees available to Company to the full extent of the term thereof. Such guarantees will extend for at least twenty-four (24) months from Company's final acceptance of the Work, and such guarantees will guarantee the material and equipment to be free of faulty design (where materials or equipment are designed by vendor or subcontractor), workmanship and materials, and that the materials and equipment comply with Company's specifications. Such guarantees shall run directly to Company, and Contractor shall render all reasonable assistance to Company in enforcing such guarantees, including cooperation with Company in litigation brought to enforce such guarantees. If a vendor or subcontractor fails to provide such guarantees or is unable or unwilling to guarantee the material and equipment to be free of faulty design, workmanship and materials by reason of the vendor or subcontractor relying upon Contractor's process or mechanical calculations, in the design and manufacture of the materials and equipment, the Contractor shall guarantee to Company and its successors and assigns that such materials and equipment will be free of faulty design, materials and workmanship for a period of twenty-four (24) months from Company's final acceptance of the Work. Contractor guarantees the Work for a period of twenty-four (24) months from Company’s final acceptance of the Work.

7. **Rights Reserved to and Material Furnished by Company**. Company shall furnish to Contractor, at Company's expense, certain materials and supplies needed for the completion of the Work as set out by type, quantity, and delivery point in the specifications hereto. All excess materials not needed and used in the Work will be returned to Company at locations designated by Company.

All risk of damage or loss to said stocks of materials by pilferage, vandalism or casualty of any nature shall be Contractor's risk after delivery and unloading of such materials at the delivery points noted in the specifications.

Company reserves to itself and to its employees the exclusive right to operate such existing and connected plant and system equipment as may be located at or near the site of the Work, and Contractor agrees to instruct and direct Contractor's employees, agents, and subcontractors, and their employees and agents, to refrain from operating or tampering with such equipment and recognizes that Contractor's failure or that of its employees, agents, or subcontractors in this regard will, as to the consequences thereof, entitle Company to the protection and reimbursement provided for in the indemnity provisions of this Agreement.

8. **Responsibility to Work**. Contractor shall be responsible for the Work and any and all materials furnished in connection with the Work until acceptance thereof by Company, and shall be required to repair, to the satisfaction of Company, or pay for any loss, injury or damage which said materials or Work may sustain from any source or cause whatsoever before acceptance of Work. Contractor, at its sole cost, shall be responsible for and obligated to replace, repair, or reconstruct the Work and any material, equipment, or supplies furnished for the Work which is lost, damaged, or destroyed prior to transfer of care, custody and control thereof to Company however such loss shall occur. Contractor shall be responsible for repair and replacement of any of Company's other property, other than the Work covered by this Agreement, which is lost, damaged, or destroyed by the act or omission of Contractor.

9. **Correction of Work**. When it appears to Company during the course of the Work that any of the Work does not reasonably conform to the provisions of this Agreement (including the Work Offer where applicable, and any and all drawings and specifications), Company shall notify Contractor of such non-conformity and Contractor shall, at its sole expense and without reimbursement from Company, promptly make the necessary corrections so that such Work will so conform. In addition, Contractor shall, at its sole expense, promptly correct, repair, or replace any defects, deficiencies, errors or omissions in workmanship in the Work performed by Contractor or any subcontractor of Contractor, or any failure in any part of the Work, provided Company notifies Contractor within forty-five (45) calendar days of the discovery by Company of any such defect, deficiency, error or omission. Upon Contractor's failure to promptly correct said Work hereunder, Company may make the necessary corrections and may invoice Contractor for the reasonable cost thereof. In the event the Work performed by Contractor for Company is incorrect or otherwise in error, the Contractor shall indemnify and hold Company, its parent and Affiliates, harmless from and against all damages, losses, costs, and expenses (including attorney's fees) which Company may incur by reason of Contractor's error

10. **Extra Work - Changes**. Company may require Contractor to perform Work or furnish materials or equipment, or the use thereof, in connection with the Work which are not included in this Agreement (hereinafter referred to as "Extra Work"). Extra Work may be occasioned by major changes in specifications requiring Work of a materially different nature, kind, and cost from that contemplated at the time of execution of this Agreement, or the performance of other or additional Work incident to the completion of the Work here involved, but not in contemplation of the Parties at the time of execution of this Agreement. Contractor shall not perform any Extra Work without first having secured written authorization from Company (by Work Offer or Work Change Order in the form attached as Exhibit L) which shall be signed by Company's Representative. Such authorization shall describe the Extra Work to be done and specify the price to be paid therefore, or the basis on which such price shall be calculated. Should Contractor perform any Extra Work without advance written authorization from Company Representative such Extra Work shall be at Contractor's expense.

11. **Use of Completed Portions of the Work**. Company shall have the right to take possession of and use any completed or partially completed portions of the Work, notwithstanding that the time for completing the entire Work or such portions thereof may not have expired, but such taking possession and use shall not be deemed an acceptance of any work not completed as specified. If such prior use increases the cost of or delays the Work, Contractor shall be entitled to an equitable adjustment in its compensation and time allowed for performance.

12. **Termination Provisions**. Notwithstanding anything contained herein to the contrary, Company may:

    (a) terminate performance of Work under this Agreement or under an applicable Work Offer, in whole or in part for convenience, by giving Contractor thirty (30) days' notice in writing; or

    (b) terminate performance of Work under this Agreement or an applicable Work Offer, in whole or in part, by giving Contractor one (1) day's notice in writing, in the event: (1) Contractor fails to carry on any project or part of the Work in an efficient, skillful and careful manner to the complete satisfaction of Company; (2) fails to achieve any milestones set out in any given Work Offer or related schedule; (3) fails to comply with any of the provisions of this Agreement; (4) fails to make prompt payment to subcontractors or materialmen; (5) violates, or is indicted for any violation of, any law, ordinance, rule regulation or order of any public authority having jurisdiction; or (6) suffers any of the following to occur: (i) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other relief under any bankruptcy or insolvency law or other similar law affecting creditors' rights, or a petition is presented for its winding-up or liquidation, and (a) this Agreement is not assumed or rejected within sixty (60) days after an order for relief is entered, or (b) such proceeding or petition results in a judgment of insolvency or bankruptcy or the making of an order for Contractor's winding up or liquidation which judgment is not dismissed, discharged, stayed or restrained within sixty (60) days after commencement of the action, and this Agreement is not assumed or rejected within such sixty (60) day period; (ii) such proceeding or petition results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for Contractor's winding up or liquidation which judgment is not dismissed, discharged, stayed or restrained within sixty (60) days of its entry. Contractor agrees that the foregoing may occur without prejudice to any other Company rights or remedies hereunder.

12.1 Upon receipt of notice of termination, pursuant to Paragraph 12 or pursuant to Paragraph 2 of Part I, the Contractor shall immediately discontinue further Work so terminated. Upon receipt of the notice of termination, Contractor shall place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete any continued portion of the Work. Contractor shall also terminate all subcontracts, to the extent they relate to the Work terminated, or, as directed by Company, and to the extent assignable, assign to Company all right, title, and interest of the Contractor under such subcontracts. As directed by Company, Contractor will transfer title and deliver to Company the Work in process, completed Work, supplies, and other materials produced or acquired for the Work terminated, as well as the completed or partially completed plans, drawings, information, and other property that, if the Agreement had been completed, would be required to be furnished to Company. In addition, Contractor will take any action that may be necessary, or that Company may direct, for the protection and preservation of the property related to this Agreement that is in the possession of the Contractor and in which Company has or may acquire an interest. Termination of this Agreement shall not relieve any party from any obligation accruing or accrued to the date of such termination, nor deprive a party of any remedy otherwise available to it. The indemnification provisions of this Agreement shall survive such termination relative to all claims and other indemnified matters, discovered or undiscovered, arising out of, in connection with, or incident to this Agreement.

If Work is terminated, and such termination occurs after commencement of any Work hereunder, Company shall pay Contractor for Work which has been satisfactorily performed to the date of termination for which Contractor has not previously been paid by Company, subject to the right of retainage or withholding as set forth herein. In the event such termination by Company occurs prior to commencement of any Work, Company shall incur no liability whatsoever to Contractor, including but not limited to, Contractor's costs associated with Proposal preparation, the purchase of equipment or materials or supplies, and the hiring or reassignment of employees.

12.2 In the event Company terminates pursuant to Paragraph l2(b), Company may take over the Work and prosecute the same to completion and may utilize any other remedies available at law or equity and Contractor shall be liable to Company for all additional costs and expenses incurred by Company to complete the Work, including any damages for delay in completing the Work, and for any damages or injury of any type or kind caused by Contractor's failures to fulfill its obligations to complete the Work or fulfill its obligations hereunder.

13. **Force Majeure**. No delays in or failure or omission in the performance of any obligation under this Agreement by Contractor or Company, other than payment of money, shall constitute default under this Agreement if and to the extent such delay or failure of performance is caused by occurrences beyond the control of Contractor or Company, and which by the exercise of due diligence such party shall not have been able to avoid or overcome, including, but not limited to: acts of God or the public enemy; expropriation or confiscation of facilities; compliance with any order or request of any governmental authority; fires, floods, explosion, accidents; strikes, walkouts or other concerted work stoppages. Contractor shall be granted one (1) day's delay in the Completion Date for every day of such force majeure condition. In the event of a force majeure occurrence, the party whose performance is prevented by such occurrence shall notify the other party, in writing, as soon as reasonably possible and give full particulars thereof and shall reasonably endeavor to remedy the situation as soon as possible.

14. **Records and Audit**. Contractor is required to maintain receipts, canceled checks, vouchers, records, invoices for purchases, rate schedules, etc., to sufficiently document and properly reflect all costs and expenditures incurred by Contractor, and the disposition of any materials, tools, or equipment provided by Company. Such records maintained shall include, but not be limited to, support for costs invoiced to the Company, all direct and indirect costs incurred by the Contractor, and other evidence which would enable Company employees to evaluate Contractor's compliance to Company's policies and procedures. All costs and expenditures incurred by Contractor in the completion of the Work shall be recorded in such form and detail as to enable ready computation and audit of such costs. Contractor shall preserve and make available all such records for a period of three (3) years after completion or termination of the Work. Contractor will require all subcontractors to comply with the provisions of the paragraph by insertion of these requirements in a written agreement between Contractor and subcontractor.

Such records shall be open to inspection and subject to audit and reproduction during normal working hours by Company's agent or its authorized representatives, including any public accounting firm selected by it. Inspection and audit shall be performed as deemed necessary by the Company, to allow for the adequate evaluation and verification of the Contractor's costs and subsequent invoices, Work Offers, etc., submitted to the Company. Records which will be subject to audit include, but are not limited to: (a) payroll records accounting for total time distribution of Contractor's employees working full or part-time on the Work (to permit tracing of payroll records and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments made in cash; (b) invoices for purchases, receiving and issuing documents, and all other inventory records for Contractor's stores stock or capital items; (c) paid invoices and canceled checks for material purchased and for subcontractors' and any other third parties' charges, including, but not limited to, equipment rental; and (d) travel, lodging, meals and entertainment documentation (including, but not limited to, employee expense reports and Contractor

facility usage reports). Company's right to audit shall extend to any Change Orders or other price adjustments made in connection with this Agreement.

Company's agents shall have prompt access to Contractor's facilities and shall be provided with adequate working space and telephone in order to conduct the audit. These will be provided at no cost to the Company.

If an audit inspection or examination conducted in accordance with this paragraph discloses overcharges of any nature by Contractor to Company greater than $5,000 or 1% of total billings for Work performed under this Agreement, whichever is greater, then the Contractor shall reimburse Company for all costs incurred to conduct the audit.

Contractor shall require all subcontractors to comply with these audit provisions. Contractor's subcontractors will cooperate fully in furnishing in an expeditious manner any records, documents, and any other information requested by Company.

15. **General Payment Conditions.**

(a) Once each month following commencement of the Work, Contractor shall prepare an invoice for the amount accrued to Contractor for Work satisfactorily completed during the period covered by such invoice. All invoices, with supporting data, shall be sent as set forth in Part I, or in the appropriate Work Offer, as applicable. All submitted invoices must reference an WBS or Cost Center number, Agreement number and Work Offer number. Upon approval of such invoice, and subject to the further provisions hereof, Company shall pay Contractor the amount accrued as shown by the invoice, less any amounts reflecting payment made on previous invoices within thirty (30) days from Company's receipt of the invoice and supporting data. Company may, in its sole discretion, withhold ten percent (10%) of the amount of such payments. Company shall pay the remaining 10% retainage within 120 days after receiving a valid invoice for final payment. Company shall have no obligation to compensate Contractor for work invoiced two hundred ten (210) days following commencement of the Work so invoiced.

(b) In the event Company disputes the amount or content of any invoice, Company shall not be responsible for payment of such invoice or portion of such invoice that is in dispute, until such time as the dispute is resolved.

(c) All invoices must show the Agreement Number and Work Offer Number in order to be paid. If Contractor's invoice contains a Purchase Order number, the Purchase Order number shall be the same as the Work Offer number submitted to Contractor by Company. All invoices must be emailed to apinvoicesetp.mailbox@energytransfer.com.

(d) If Work is to be performed on a time and materials basis under a Work Offer, Contractor is responsible for onboarding all individuals performing Work under this Agreement as well as time sheet entry into APTTUS, Company's contract management system, in order for an invoice to be processed. If applicable, valid receipts for all reimbursable expenses shall be submitted in APTTUS with the corresponding invoice. Failure by Contractor to properly submit all required documentation into APTTUS shall be sufficient cause for Company to validly dispute such invoice.

(e) Final payment to Contractor (including the remaining ten percent (10%)) shall be made by Company only after presentation of Contractor's final invoice (initialed and dated by Company's Representative), accompanied by an executed Contractor's Completion Affidavit (when required by Company) attached hereto as Exhibit "G", and properly supported by evidence (including, if requested by Company, releases or waivers of all liens, or claims for property damage and proof of payment of all taxes and other obligations assumed hereunder, arising out of or in connection with the Work by all persons, firms, corporations, or agencies of government on whose behalf such liens or claims could be or have been filed) satisfactory to Company, that all charges for labor and material incorporated in the Work and all other damages or indebtedness connected with the Work for which such liens or claims could be filed have been paid and that the Work is free of all liens, claims and encumbrances. Such payment shall be made by Company pursuant to Contractor's final invoice following Company's receipt of evidence of payment of obligations and receipt of such invoice and final inspection report from Company's representative advising that the Work has been satisfactorily completed. Company's payment of this invoice shall constitute its acceptance of the Work. Acceptance by Contractor of such final payment shall constitute a waiver by it of all claims against Company related to or arising out of this Agreement. Such final acceptance and payment by either party hereto shall not, however, release Contractor and its surety from any unperformed obligations hereunder.

(f) It is understood and the Parties agree that the sums to be paid, as set forth above, shall be the entire consideration to be received by Contractor from Company for the Work performed hereunder, and that said sums shall include any and all taxes and contributions as set forth in Paragraph 16 herein below. Contractor shall, where applicable, separately list on its invoices all valid sales taxes on services provided hereunder.

16. **Sales and Use Taxes.**

Prior to starting the Work and/or procurement of goods and services, Contractor shall obtain the necessary permits and licenses to remit sales, use, gross receipts and like taxes to the applicable taxing authority. Contractor agrees to indemnify Company for all taxes, penalties and interest resulting from Contractor's failure to properly remit itemized taxes to the applicable taxing authority.

(a) **Portions of Work Invoiced on a Time Plus Material Basis and/or Variations Thereof.**
Upon written notice to Contractor, Company may elect to directly remit sales, use, gross receipts or like taxes to the taxing authority to whom such taxes are due and directly payable. If Company exercises such election, Company shall provide Contractor with written evidence, as required by applicable taxing authority, prior to Contractor's procurement or payment of taxable purchases of goods and services.

Contractor agrees that the price to be paid for Work performed on a time plus materials basis under this Agreement includes any such sales, use, gross receipts or like taxes on materials, supplies, equipment, or services furnished by Contractor and on services performed by Contractor. Contractor shall itemize Price(s), including associated sales, use, gross receipts or like taxes for each component of Work performed on a time plus material basis of which title and possession will be transferred to Company.

For portions of Work performed on a time plus material basis, Contractor shall separately list on its invoice(s) all such taxes, including the tax rate and the taxing authority to whom such taxes are due and directly payable.

(b) **Portions of Work Invoiced on a Lump Sum or Unit Price Basis.**
Contractor agrees that the price to be paid for Work performed on a lump sum basis, or unit price basis (such as a price per foot installed, which includes labor plus materials), under this Agreement includes any such sales, use, gross receipts or like taxes on materials, supplies, equipment, or services furnished by Contractor and on the Work.

(c) **Other.**
Contractor assumes full responsibility for and agrees to pay for, and agrees the price to be paid by Company as set herein shall be fully inclusive of all labor, including overtime as legally required, all overhead, and all contributions and taxes payable under federal and state social security acts, old age, pension, worker's compensation laws, unemployment compensation laws and income tax laws and any other applicable laws as to all of its employees and agents engaged in the performance of the Work hereunder; and Contractor hereby agrees to indemnify and save Company harmless against the consequences of any failure by Contractor or any of its subcontractors to pay or withhold taxes, charges or compensation due on behalf of its employees or agents involved in the Work.

17. **Intentionally Omitted**.

18. **General Indemnity**. **One percent (1%) of the amount to be paid under this Agreement represents specific consideration to Contractor for the indemnification provided pursuant to this Agreement.**

(A) TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR AGREES TO INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS COMPANY, ITS PARENT AND AFFILIATE COMPANIES, PARTNERS, LIMITED PARTNERSHIPS IN WHICH COMPANY, ITS PARENT AND/OR AFFILIATED COMPANIES ACT AS GENERAL PARTNER, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, INSURERS, AGENTS AND EMPLOYEES (COLLECTIVELY "INDEMNITEES"), FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS AND LIABILITIES OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON, OR FOR LOSS OR DAMAGE (EXCLUDING PUNITIVE AND EXEMPLARY) TO ANY PROPERTY (INCLUDING WITHOUT LIMITATION, CLAIMS FOR POLLUTION AND ENVIRONMENTAL DAMAGE), PRODUCT LIABILITY AND STRICT LIABILITY ANY CIVIL OR CRIMINAL FINES OR PENALTIES, DISCOVERED OR UNDISCOVERED, DIRECTLY OR INDIRECTLY ARISING OR ALLEGED TO ARISE OUT OF OR IN ANY WAY INCIDENTAL TO (I) ANY BREACH OR NON-COMPLIANCE WITH ANY TERM OR PROVISION OF THIS AGREEMENT, BY THE CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS, VENDORS, AGENTS, REPRESENTATIVES, ASSIGNS, SUCCESSORS, OR AFFILIATED COMPANIES; OR (II) ANY ACT OR OMISSION AS A RESULT OF NEGLIGENCE OR WILFUL MISCONDUCT, WHETHER ACTIVE OR PASSIVE, OF THE CONTRACTOR, ITS EMPLOYEES, SUBCONTRACTORS, VENDORS, AGENTS, REPRESENTATIVES, ASSIGNS, SUCCESSORS, AFFILIATED COMPANIES, OR ANY OTHER PERSON FOR WHOM THE CONTRACTOR IS

RESPONSIBLE IN LAW, RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR NON-PERFORMANCE OF THE WORK HEREUNDER (COLLECTIVELY "CONTRACTOR LIABILITIES"). THIS INDEMNITY INCLUDES CONTRACTOR'S AGREEMENT TO PAY ALL COSTS AND EXPENSES OF DEFENSE, INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES, INCURRED BY ANY INDEMNITEE. THIS INDEMNITY SHALL APPLY, WITHOUT LIMITATION TO ANY "CONTRACTOR LIABILITIES" IMPOSED ON ANY PARTY INDEMNIFIED HEREUNDER AS A RESULT OF ANY STATUTE, RULE, REGULATION OR THEORY OF STRICT LIABILITY INCLUDING, BUT NOT LIMITED TO, STRICT PRODUCTS LIABILITY OR STRICT STATUTORY LIABILITY. CONTRACTOR EXPRESSLY ASSUMES, TO THE EXTENT OF ITS RELATIVE FAULT, ANY AND ALL "CONTRACTOR LIABILITIES" ARISING IN FAVOR OF ANY THIRD PARTY OR GOVERNMENTAL AGENCY OR ENTITY, THE PARTIES HERETO, THEIR EMPLOYEES AND THEIR EMPLOYEES' REPRESENTATIVES AND BENEFICIARIES. THIS INDEMNIFICATION SHALL NOT BE LIMITED TO DAMAGES, COMPENSATION, OR BENEFITS PAYABLE UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEES' BENEFIT ACTS. ALTHOUGH CONTRACTOR HAS CAUSED THE INDEMNITEES TO BE NAMED AS ADDITIONAL INSURED UNDER CONTRACTOR'S POLICIES OF INSURANCE, CONTRACTOR'S LIABILITY UNDER THIS INDEMNIFICATION PROVISION SHALL NOT BE LIMITED TO THE LIABILITY LIMITS SET FORTH IN SUCH POLICIES.

(B) Contractor further agrees, except as may be otherwise specifically provided herein, that the obligation of indemnification hereunder shall include, but not be limited to, the following:

(i) Liens by third persons against the Company, its parent and affiliated companies, and their property, because of labor, services, materials, or any other type of lien, furnished to Contractor, its assignees or subcontractors, in connection with the Work performed by Contractor hereunder.

(ii) Expenses, claims, fines, and penalties or other enforcement charges, resulting from the failure of Contractor to abide by any and all valid and applicable laws, rules or regulations of any governmental or regulatory authority with jurisdiction.

Contractor shall waive and release, and does hereby waive and release, any and every mechanic's lien or right of lien which accrues to it at any time upon any real estate, building or structure of the Company, its parent or affiliated companies, or if Work is to be performed on property of third parties, every mechanic's lien or right of lien which accrues to it upon any real estate, building or structure of such third parties, as a result of the performance of the Work.

It is understood and agreed by Contractor that in the event any Indemnitee is made a defendant in any suit, action or proceeding for which it is indemnified pursuant to this Agreement ("Claim"), and Contractor fails or refuses to assume the defense thereof, after having been notified by Company to do so, that said Indemnitee may compromise and settle or defend any such Claim, and Contractor shall be bound and obligated to reimburse said Indemnitee for the amount expended by Indemnitee in settling and compromising any such Claim, or for the amount expended by Indemnitee in paying any judgment rendered therein, together with all reasonable attorneys' fees incurred by Indemnitee for defense or settlement of such Claim. Any judgment rendered against Indemnitee or amount expended by Indemnitee in compromising or settling such Claim shall be conclusive as determining the amount for which Contractor is liable to reimburse Indemnitee hereunder.

19. **Patent Indemnity**. Contractor shall indemnify and hold Company, its parent and Affiliates, harmless from any and all claims arising out of infringement of patent, copyright or proprietary rights because of use of any method, process, equipment or apparatus employed by Contractor, its assignees or subcontractors in the performance of the Work.

20. **Alternative Contribution.** If the indemnification provided for in this Agreement is unavailable to the indemnified Parties with respect to any of the claims referred to therein, then Contractor, in lieu of indemnifying the indemnified parties shall contribute to the amount paid or payable by the indemnified parties as a result of such claims arising in favor of any person, corporation or other entity including the parties hereto and their employees, contractors and agents and the indemnified parties, on account of personal injuries or death or damages to property in anywise incident to or in connection with or arising out of (a) this Agreement, (b) the presence of Contractor or its employees, contractors or agents on Company's Premises, or (c) the act or omission of Contractor, its employees or agents, in proportion to Contractor's relative fault in causing such claims. It is the intention of Contractor to contribute to the amount paid or payable by the indemnified parties pursuant to this provision regardless of whether the claims arise in part from the negligence of the indemnified parties or whether the indemnified parties are more than fifty percent (50%) at fault. Although Contractor is a subscriber under a worker's compensation act, disability act or other employee benefit act which would limit the amount or type of damages,

compensation or benefits payable by or for Contractor, Contractor expressly assumes liability pursuant to this paragraph of any and all claims against the indemnified parties in such proportion as is appropriate to reflect Contractor's relative fault in causing such claims arising in favor of Contractor's employees and its employees' representatives and beneficiaries even if such claims arise in part from the negligence of the indemnified parties and even if the indemnified parties are more than fifty percent (50%) at fault. Although pursuant to Paragraph 21 hereof Contractor has caused the Company, its parent and Affiliates to be named an additional insured under Contractor's policies of insurance, Contractor's liability under this Paragraph 20 shall not be limited to the liability limits set forth in such policies.

21. **Insurance**. Contractor shall procure and maintain in effect until acceptance of the Work by Company, at Contractor's sole expense, the minimum insurance coverages set forth in Exhibit "E", which shall be subject to Company's approval as to form, amount and issuing company. Contractor shall comply with all "Additional Requirements" provisions of Exhibit "E" and said provisions are hereby incorporated in this Paragraph 21 as if fully set forth herein. Contractor shall submit to Company at the time Contractor executes this Agreement, a Certificate of Insurance, in form satisfactory to Company, evidencing that satisfactory coverage of the type and limits set forth hereinabove are in effect. In the event that Contractor cannot obtain insurance coverage under the Worker's Compensation laws of the state where the Work is performed, then Contractor shall submit to Company at the time Contractor executes this Agreement, and during the term of this Agreement as requested by Company, evidence that each individual employed by Contractor is covered by 24-hour accident and long-term disability insurance of the type and coverage satisfactory to Company. Should Contractor fail to comply with any of the foregoing insurance requirements, Company, in its sole discretion, may immediately terminate this Agreement. Contractor further agrees that nothing contained in Exhibit "E" shall relieve Contractor of any of Contractor's obligations and responsibilities contained in any Paragraph of this Agreement.

22. **Bonds**. In the event Company elects to require Contractor to obtain Performance and/or Labor and Material Bond(s) for this Agreement or for any particular job or project assigned to Contractor pursuant to any Work Offer, Company shall notify Contractor of Company's election upon execution of this Agreement or in the Work Offer for the particular job or project, and Contractor shall furnish to Company, within ten (10) days of such notice and prior to commencing the Work, a Performance Bond and/or Labor and Material Bond(s), premium for said bond(s) to be paid by Company, in form satisfactory to Company in a dollar amount equal to the total value under this Agreement, or the particular Work Offer, with surety approved and writing agency designated by Company, which bond(s) shall guarantee and be conditioned that Contractor will faithfully perform promptly and with due diligence all of the terms and provisions of this Agreement (which shall be incorporated by reference into said bond). Said guarantee shall include the faithful and diligent performance of all of the undertakings, obligations and liabilities of Contractor or any authorized subcontractors, arising hereunder, and further guarantee Company against loss by reason of breach or default in the performance of any obligations by Contractor or any authorized subcontractor. Contractor shall have no claim to any refund which may become payable for any premium or any part of a premium or premiums paid by Company for any bond hereunder.

No alteration, prepayment, delay, change, amendment, extension or addition which may be made in the terms of this Agreement or in the specifications agreed to between Contractor and Company and no forbearance on the part of Company shall operate to relieve any surety from liability on this bond, and notice to surety of any same is specifically waived. It is intended that the bond or bonds to be furnished to Company by Contractor hereunder and the insurance to be carried by Contractor shall protect Company, its parent and Affiliates, their directors, officers, employees, and agents, against any and all liability on liquidated and unpaid claims; provided however, that in case any claims are outstanding against Contractor, Company at its option, may retain from any money due Contractor for the Work, a sufficient amount to indemnify it against loss by reason of such claims; provided further, that if Company pays Contractor all sums of money due it hereunder, the bond(s) furnished by Contractor to Company hereunder shall continue in full force and effect and protect Company strictly in accordance with its terms, notwithstanding such payments by Company to Contractor.

23. **Safety Precautions**. Contractor shall comply in all respects with the applicable federal, state, and local safety laws, ordinances, regulations, and rules, including but not limited to those administered by the Department of Transportation and the Occupational Safety & Health Administration. Contractor shall also comply with Company's safety procedures included in Exhibit I attached hereto provided that the safety requirements listed in Company's safety procedures shall not relieve Contractor from complying with any applicable laws, ordinances, regulations, and rules, including, but not limited to, those enacted pursuant to the Occupational Safety and Health Act. In addition, Contractor acknowledges and agrees to comply with Company's Contractor Orientation practices and procedures described in Exhibit I, attached to this Agreement and entitled "Contractor Safety".

24. **Compliance with Laws and Regulations**. Contractor certifies that unless specifically exempted, all products, commodities or services furnished under this Agreement have been furnished in compliance with all applicable laws and regulations, including, but not limited to, as amended, the Equal Pay Act of 1963, Title VI and Title VII of the Civil Rights Act of 1967, the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1974, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Immigration Reform Control Act of 1986, the Americans with Disabilities Act of 1990, and Executive Orders of the President of the United States. Contractor shall assure that each of its permitted

subcontractors complies with said requirements as well. Contractor agrees to protect, defend, indemnify and save harmless Company, its parent and Affiliates, and their directors, officers, employees, and agents, from all claims, suits, liabilities and costs, including attorney fees and costs of court, arising out of Contractor's or its permitted subcontractors' violation of or non-compliance with such laws, regulations, orders and guidelines.

In addition to the foregoing, Contractor certifies that all employees of Contractor, its subcontractors, and their agents shall be subject to pre-placement background screenings prior to providing services in support of the performance of Work under this Agreement. These background screenings shall include, at a minimum:

(a) Social Security Trace

(b) Office of Foreign Assets Control

(c) National Sex Offender Check

(d) 7-year county, state, and national level criminal background checks

(e) Form I-9 verification

Any breach by Contractor of any provisions contained in this paragraph (including, without limitation, any citation of Contractor for failure to comply with any valid law, ordinance, regulation or rule, including the Occupational Safety and Health Act of 1970 and the rules and regulations issued thereunder) which adversely affects the proper and timely completion or the performance of the Work by Contractor or affects Company's operations, shall afford Company the right, in addition to all other remedies, to invoke the provisions of Paragraph 12 hereof.

25. **Waste**. Contractor will remove all Waste from Company's Premises which Contractor generates in the course of or in connection with the Work, or that Contractor brings onto Company's Premises, and shall lawfully dispose of same.

26. **Compliance With DOT Anti-Drug and Alcohol Misuse Regulations**. Company under 49 CFR Parts 199 and 40, is required by law to ensure compliance with the pipeline safety regulations for drug and alcohol testing applicable to its contractors, subcontractors and their agents, performing operations, maintenance, or emergency response functions on a pipeline or LNG facility subject to Parts 191, 192, 193 and 195 of Title 49 of the Code of Federal Regulations as follows:

(a) Contractor agrees that Contractor, its subcontractors, and their agents will abide by a DOT Anti-drug Plan and Alcohol Misuse Program which applies to all employees of Contractor, its subcontractors, and agents if performing an operations, maintenance or emergency response function.

(b) Contractor agrees that Contractor, its subcontractors and their agents shall provide to their respective employees an Anti-drug Plan and Alcohol Misuse Program, the drug and alcohol testing, education, and training required by Title 49 Parts 199 and 40 of the Code of Federal Regulations.

(c) Contractor agrees that all employees of Contractor, its subcontractors, and their agents, are in compliance with the drug and alcohol testing regulations at 49 CFR Parts 199 and 40 and the Motor Carrier Regulations at 49 CFR Parts 391 and 394, if applicable.

(d) Contractor agrees that Contractor, its subcontractors, and their agents shall allow the Company, the administrator and/or representative of a state agency (as defined in 49 CFR Part 199) access to property and records for the purpose of monitoring compliance with the requirements of the Research and Special Programs Administration for drug and alcohol testing at 49 CFR Part 199. This access shall occur periodically, and without prior notice to allow Company, the administrator and/or representative of a state agency to audit Contractor, its subcontractors, and their agents' Anti-drug Plan and Alcohol Misuse Program, the required drug and alcohol testing and results thereof.

27. **Company Policy Regarding Drugs/Alcohol/Weapons**. In addition to the provisions of Paragraph 26, Contractor agrees to advise its employees and the employees of its subcontractors and agents that it is the policy of Company that:

(a) The use, possession and/or distribution of illegal or unauthorized drugs, drug-related paraphernalia or weapons on Company's Premises is prohibited and the use or possession of alcoholic beverages, except where authorized by Company's management, is also prohibited;

(b) No alcoholic beverages and/or "energy drinks" defined as a beverage that contains high levels of caffeine, added sugars, other additives, and legal stimulants such as guarana, taurine, and L-carnitine (e.g., "5 Hour Energy",

"Celsius Energy Drink", "Monster", "Red Bull", "Rockstar", "NOS" and "Amp", etc.); and no illegal and/or unprescribed drugs, will be allowed on the Company's Premises. This includes facilities and/or right of ways;

(c) Entry onto or presence on Company's Premises by any person, including Contractor, Contractor's employees, subcontractors, subcontractors' employees, contract personnel, temporary employees and visitors, constitutes consent to Company to conduct searches, whether announced or unannounced, on Company's Premises of the person and his or her personal effects for such prohibited items; and consent to drug testing at any time while on Company's Premises;

(d) No fishing in privately owned ponds; no firearms; no hunting; no pets will be allowed on Company's Premises. This includes facilities and/or right of ways;

(e) Any person who is found in violation of the policy or who refuses to permit a search or drug or alcohol test may be removed and barred from Company's Premises, at the direction of Company; and

(f) Contractor personnel who test positive for illegal drugs or unauthorized alcohol as a result of a test conducted on Company's Premises, or upon request of Company, will be removed from any further performance or Work hereunder.

28. **Right of Ingress and Egress**. To the extent necessary, Company will furnish all rights-of-way and rights of ingress and egress necessary for the prosecution of the Work. Contractor shall not enter upon private property until all rights-of-way and rights of ingress and egress have been secured and verbal and/or written notification of such has been given to Contractor by the Company Representative. Contractor shall comply fully with any and all terms and conditions contained in such rights-of-way and rights of ingress and egress and shall fully indemnify Company, and Affiliates, in the same manner as set forth in Paragraph 18 above, for any costs and expenses incurred by Company, its parent and affiliated companies, as a result of any non-compliance therewith by Contractor.

29. **Public Relations**. Contractor shall exert all reasonable efforts to maintain good will for the benefit of Company with the landowners, tenants, and lessees along the right-of-way, and with the general public.

Nothing contained herein shall permit or be deemed to permit use by Contractor of Company's name, directly or indirectly, in the form of advertising or in a press release without the prior receipt of Company's written approval.

30. **Independent Contractor**. The Parties agree that the Work rendered by Contractor in the fulfillment of the terms and obligations of this Agreement shall be as an independent contractor, and this Agreement does not create an employer/employee relationship between Company and Contractor. Contractor is not entitled to the benefits provided by Company or its parent, subsidiaries or Affiliates to their employees, and Contractor is not an agent, partner, or joint venture of Company, its parent or any subsidiary or Affiliate. Contractor shall act at its own risk and expense in its fulfillment of the terms and obligations of this Agreement and agrees to employ and direct any persons performing any work hereunder. Contractor shall not represent itself to third persons to be other than an independent contractor of Company, nor shall Contractor offer to agree to incur or assume any obligations or commitments in the name of Company.

In all cases where Contractor's employees (defined to include Contractor's direct, borrowed, special or statutory employees) are covered by the Louisiana Worker's Compensation Act. LA R.S. 23:1021 et seq., Company and Contractor agree that all Work and operations performed by Contractor and its employees pursuant to this Agreement are an integral part of and are essential to the ability of Company to generate Company's goods, products, and services for the purposes of LA R.S. 23:1061 (A)(1). Furthermore, Company and Contractor agree that Company is the statutory employer of Contractor's employees for the purpose of LA R.S. 23:1061 (A)(3). Irrespective of Company's status as the statutory employer of special employer as defined in LA R.S. 23:1031 (C) of Contractor's employees, Contractor shall remain primarily responsible for the payment of Louisiana Worker's Compensation benefits to its employees, and shall not be entitled to seek contribution for any such payments from Company.

31. **Other Contractors**. Company reserves the right, at all times, to enter into other agreements in connection with the Work. At such times as Company may engage other contractors to work concurrently on the project, Contractor shall cooperate with and program and coordinate the Work with that of the others to the satisfaction of the Company's Representative, and so conduct its operations as to avoid interference with such other contractors' activity to the maximum extent possible in the best interests of the entire project; provided, however, that Company shall use its reasonable efforts to ensure that other contractors shall carry out their activity with a minimum of interference with Contractor's responsibilities, job sequence and schedule.

32. **Confidentiality**. It is understood that Contractor may have access, as determined by Company in its sole discretion, to confidential materials and information ("Confidential Information") of Company, its parent, subsidiaries, or Affiliates in

order to provide a bid for and/or the Work hereunder. Although Company shall endeavor to supply Contractor with reliable and accurate information, Company does not make any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information furnished for the purposes of the Work. Company shall have no liability to Contractor, nor its directors, officers, employees or advisors to Contractor, or any of its representatives, arising out of the use of Confidential Information by Contractor or its representatives. The above restrictions shall apply to Contractor's parent corporation and all of its subsidiaries and affiliates, if any. It is further understood that Contractor will utilize the Confidential Information received by it only for the purpose of providing the Work contemplated hereunder and for no other purposes whatsoever. In no event shall Contractor divulge any such Confidential Information to any third party without the express prior written consent of Company's Representative. In the event any Confidential Information is requested or required of Contractor in the course of legal proceedings, interrogatories, subpoenas, or similar process conducted by a third party, Contractor shall promptly notify Company of such request or requirement in order that Company may seek appropriate injunctive relief or protective order, or waive Contractor's compliance with the provisions hereof. Upon termination of this Agreement, Contractor agrees not to disclose or use any Confidential Information that it may have concerning the affairs of Company; provided, however, that nothing in this Paragraph 32 shall be construed to prohibit Contractor from operating its business in competition with Company. Contractor shall advise all recipients of Confidential Information as to the provisions of this Paragraph and their commitment to be bound by its conditions, and it is agreed that the provisions of this Paragraph shall survive the termination of this Agreement. Contractor agrees that none of the Confidential Information supplied hereunder shall be used in any manner against Company, including, but not limited to, usage for any type of litigation involving Company, its subsidiaries, affiliate companies and its parent corporation.

33. **Governing Law**. This Agreement and the rights and duties of the Parties arising out of this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, except provisions of that law referring to governance or construction of the laws of another jurisdiction. Any action arising out of this Agreement or the rights and duties of the Parties arising out of this Agreement may be brought, if at all, only in the state or federal courts in Harris County, Texas. Venue shall be proper in Harris County.

34. **Controlling Provisions in Case of Conflict**. Should any conflict exist or seem to exist between any of the parts or Exhibits of this Agreement, the provisions of Part II, General Terms and Conditions, of this Agreement shall control and be decisive of the issue.

35. **Assignment and Subcontracting**. Contractor shall not assign this Agreement nor assign or hypothecate any payment or part of the payment which may accrue hereunder, nor subcontract the Work or any part thereof, without first having obtained written approval from Company. In the event Company grants such approval, Contractor shall nonetheless be obligated to Company to complete the Work in the time and manner herein agreed, all in accordance with the terms and conditions hereof. Any transfer or assignment in violation of this Paragraph 35 shall be void.

Contractor shall further cause each subcontractor to assume and satisfy all obligations of Contractor hereunder to the full extent same may be applicable to the portions of the Work subcontracted. Contractor shall be liable for all acts and omissions of any assignee, subcontractor, or any of their employees or agents, as if performed or omitted by Contractor.

36. **Proprietary Rights**. All materials which Contractor is required to furnish, prepare or develop in the performance and completion of Work hereunder (whether delivered to Company or not), including, but not limited to, reports, plans, drawings and specifications, calculations, maps, sketches, notes, data and samples, are the sole and exclusive property of Company without limitation (except Contractor may retain a copy thereof), subject to Contractor's right to use the same to perform the Work under this Agreement. Such materials (including all copies thereof) shall, together with any materials furnished by Company hereunder, be delivered to Company upon request and in any event upon completion or termination of this Agreement. All such materials shall be considered to be confidential and Contractor may not disclose such materials or information provided to Contractor by Company to any third parties without Company's express consent.

37. **Contractual Rights**. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the successor, assigns and representatives of the Parties. Contractor agrees that the exercise of any and all rights or remedies at law or in equity against any parent, subsidiary or Affiliate of Company by Contractor, its successors, assigns and representatives, arising out of or in connection with the Work or any obligation under this Agreement, is hereby expressly waived. The provisions of this Agreement shall not impart rights enforceable by any person, firm or organization not a party or not bound as a party, or not a permitted successor or assignee of a party bound to this Agreement.

38. **General**. The terms and provisions of this Agreement are intended to supersede any conflicting terms or conditions in any other agreement between the Parties. This Agreement contains the entire agreement between the Parties and shall not be modified or supplemented except by written instrument duly executed by both Parties. If any provision of this Agreement shall, for any reason, be held violative of any applicable law, and said provision of this Agreement is held to be unenforceable, then the invalidity of such a specific provision herein shall not be held to invalidate any other provisions herein, which other provisions shall remain in full force and effect unless removal of said invalid provision destroys the legitimate purposes of

this Agreement, in which event this Agreement shall be canceled. The terms and provisions of Paragraphs 5, 6, 10, 14, 18, 19, 32, 33, 36, and 37 and any other provision which by its terms or nature are to survive, shall survive the termination of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (regardless of whether similar), nor shall any such waiver constitute a continuing waiver unless otherwise expressly provided.

COMPANY EXPRESSLY DISCLAIMS WARRANTY AS TO ANY DOCUMENTATION PROVIDED BY COMPANY IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO, DRAWINGS, PLANS AND SPECIFICATIONS.

39. **Services for Affiliates.** The services to be performed by Contractor under this Agreement shall be performed, in certain cases, for one or more of Company's Affiliates. In the event an Affiliate requires Contractor's services hereunder, a Work Offer for such service shall be issued in the Affiliate's name and executed by the Affiliate and Contractor. Such Work Offer shall be in the form shown on Exhibit "F" attached hereto and made a part hereof for all purposes. Upon execution of said Work Offer, Contractor shall perform such Work for Affiliate in accordance with the Work Offer and the terms and conditions of this Agreement. By execution of the Work Offer, the Affiliate shall be entitled to all rights, privileges, and protections and liable for all commitments and responsibilities held by Company under this Agreement, with respect to the Scope of Work under the Work Offer. By entering into a Work Offer with any such Affiliate, Contractor agrees that Company is released and hereby does release Company from, any obligations including payment obligations, and liability of every kind and character hereunder to Contractor for the Work under such Work Offer, whether based on the law of contracts, tort (including, without limitation, negligence of every kind and strict liability without fault), or property, or arising under common law or statutory law, or at equity. Contractor shall assert and enforce or attempt to enforce any and every "claim" of any kind or nature under an Affiliate's Work Offer exclusively against such Affiliate and its assets and not against any one or more of Company, its parent, other Affiliates, their officers, directors, employees, nor any of them individually or collectively. "Claims" for the purposes of Affiliate's Work Offer shall include, without limitation, any claim relating to, associated with, arising out of in any way incidental to the Work furnished or the execution, inducement to enter into, performance, non-performance, or breach of Affiliate's Work Offer.

40. **Supplier Diversity**: If Contractor qualifies as a minority-owned or woman-owned business enterprise ("M/WBE"), Contractor will furnish to Company a copy of its Supplier Diversity or Manufacturer Diversity program. If Contractor does not presently qualify as an M/WBE, Contractor will report to Company any change in its ownership or control which would qualify it as an M/WBE. Contractor will report to Company quarterly its sales to Company from qualified second-tier M/WBEs.

41. **Code of Business Conduct and Ethics.** Company and Contractor will maintain relationships based on mutual respect, honesty, and fairness. Company and Contractor agree that the acceptance or solicitation of gifts, entertainment, or other special favors to influence business decisions will not be permitted. Contractor acknowledges, represents, warrants and covenants that it (i) has read and will abide by; and (ii) has conducted, and will at all times conduct, its and their respective businesses in a manner that is consistent with and adheres to the principles in Energy Transfer's Code of Business Conduct and Ethics available at https://ir.energytransfer.com/static-files/c7f18067-3cbb-4603-83ad-50423a66352f Company and Contractor further agree that courtesies of nominal value, and social invitations reasonably deemed to be customary and proper under the circumstances, and not given or received in exchange for a special position, price or privilege, will be permitted, provided they imply no business obligation whatsoever, nor involve significant or out of the ordinary expense. Without limiting the generality of the foregoing, no payment or other transfer of anything of value, including without limitation the provision of any funds, services, gifts or entertainment has been made or will be made directly or indirectly to any person or entity for the purpose of obtaining or influencing the award of this Agreement or for any improper advantage or improper purpose in connection with any business transactions involving Company.

42. **Compliance with Company's Operator Qualification Program.** Company, under Research and Special Programs Administration (RSPA), Department of Transportation (DOT), 49 CFR 192, Subpart N and 195 Subpart G, is required by law to have an Operator Qualification Program that meets the requirements of DOT's Operator Qualification Rule and to ensure compliance with Company's Operator Qualification Program (OQP) by each individual who operates and maintains Company's pipeline facilities and performs any of the Covered Tasks described on Company's "Contractor Covered Tasks" as set forth in Exhibit O. Contractor represents and warrants to Company that Contractor's personnel performing any of the Covered Tasks described on Company's "Contractor Covered Tasks" shall be qualified at all times under Company's OQP to perform such Covered Tasks and to recognize and react to abnormal operating conditions. For the purposes of this Agreement the term "Contractor's personnel" shall mean all individuals who perform Covered Tasks regardless of whether they are employed by Contractor, Contractor's subcontractor, or any other entity performing a Covered Task on behalf of Contractor. The Company's "Contractor Covered Tasks" can be reviewed or downloaded by Following this link https://apttus.energytransfer.com/covered-task/ContractorCoveredTaskList.pdf

43. **Approved Vendor Status and Veriforce Contractor Management Compliance.** Veriforce serves as Company's primary contractor information management system provider and online compliance record keeping system (www.pecsafety.com/NewContractorSetup). Veriforce assists with tracking Contractor information on behalf of Company in order for Contractor to achieve Approved Vendor status. Contractor agrees, at its sole cost and expense, to become a subscriber to Veriforce by contacting a Veriforce representative at (844) 570-7123 or by visiting https://veriforce.com/join-our-network. Contractor shall submit all required data to Veriforce prior to the commencement of Work under this Agreement.

EXHIBIT A
SCOPE OF WORK

Contractor shall provide all labor, supervision, technical capability, transportation, materials, supplies and items or accessories to perform the following Work, as requested by Company's Representative:

Scope of Work:

ENTER SCOPE OF WORK

Written Proposals Are Required:

Contractor shall submit, and Company's Representative shall approve, written Proposals for Work performed for a lump sum, fixed price or unit price basis. Contractor's Proposal shall properly describe the Work, materials to be furnished, the location, schedule and the price of the Work to be performed. Proposals shall reference this Agreement number. UNLESS SPECIFICALLY SET OUT AND INITIALLED BY COMPANY'S REPRESENTATIVE, PURSUANT TO PARAGRAPH 34 OF PART II OF THE AGREEMENT, IF ANY CONFLICTS ARISE BETWEEN THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT AND IN CONTRACTOR'S PROPOSAL, THE AGREEMENT SHALL CONTROL.

Hourly Work:

When approved by Company's Representative that Work shall be performed on an hourly basis, invoices will be in accordance to Contractor's rate schedule, Exhibit "D" of this Agreement. Such invoices shall reference the Agreement number and shall include a copy of daily time sheets describing the Work and its progress and itemizing classifications and actual hours worked, equipment and materials used and valid receipts for all reimbursable expenses.

Work Offers Are Required:

A Work Offer is required for all single projects over Fifty Thousand Dollars ($50,000.00).

EXHIBIT D
CONTRACTOR'S DISCOUNTS AND RATE SCHEDULE

CONTRACTOR'S RATE SCHEDULE:

Attached hereto and incorporated herein is Contractor's Rate Schedule(s). If applicable, please include "*mark-up percentage*" for materials purchased or services rendered on Company's behalf. Such services rendered shall include all work performed by individuals (1) who are not an employee of Contractor, or (2) for whom Contractor will not be issuing a 1099 to such individual. **Said "mark-up percentage" shall not exceed fifteen percent (15%) of Contractor's actual cost of materials purchased or services rendered. Mileage shall be payable when travel is agreed to by Company for Contractor's passenger vehicles used for work-related purposes for Company at the current IRS mileage rate. Mark-ups are not allowed on the IRS mileage rates.**

Contractor shall submit its schedule of rates on an annual basis, but no more than one time in any twelve (12) month period. If Contractor submits a schedule of rates during any twelve (12) month period that contains rate increases from the previous twelve-month period, Company shall not be obligated to compensate Contractor for such rate increase unless approved by Company in writing. **Per diem charged as is consistent with https://www.gsa.gov/travel/plan-book/per-diem-rates and only applicable when overnight stays are approved and required prior to work beginning.**

IN THE EVENT OF CONFLICTS:

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, PURSUANT TO PARAGRAPH 34 OF PART II OF THE AGREEMENT, IF ANY CONFLICTS ARISE BETWEEN THE TERMS AND CONDITIONS CONTAINED IN THE AGREEMENT AND IN CONTRACTOR'S RATES INCLUDED IN THIS EXHIBIT "D", THE AGREEMENT SHALL CONTROL.

Contractor:
Vendor NameVendor Legal Name

AGREED: Date:

TITLE:

EXHIBIT E

MINIMUM INSURANCE REQUIREMENTS

A. Worker Compensation and Employers Liability Insurance

Worker's compensation insurance including, without limitation, statutory and occupational disease coverage complying with the applicable laws of the state where the work and/or services are performed. Such policy shall also include employer's liability and all states coverage. If the Work and/or services are to be performed on or near navigable waters, the policy shall include coverage for The Longshoremen and Harbor Workers Act, Jones Act, Federal Death on the High Seas Act, Outer Continental Shelf Lands Act and Borrowed Servants.

Workers Compensation	Statutory
Employer's Liability	$1,000,000 Each Accident (Minimum)
	$1,000,000 Disease Each Employee

B. General Liability Insurance

General liability insurance, including without limitation, blanket contractual liability supporting the indemnity provisions set forth in the Agreement and products and completed operations (for a minimum of two years after acceptance of the work and or services). Such coverage shall be on an "occurrence basis" rather than a "claims made" basis. Exclusions for explosion, collapse, underground operations (XCU) and independent contractors shall be removed.

Bodily Injury and Property Damage	$1,000,000 Combined Single Limit Each Occurrence (Minimum)

C. Automobile Liability Insurance

Automobile Liability insurance which shall include coverage for all owned, non-owned and hired vehicles. If Contractor is transporting waste materials, this policy must be endorsed to provide the MCS-90 endorsement and limit the reimbursement provision of the MCS-90 to the named insured; broadened pollution CA 9948 or TE 9948 – which should include sudden and accidental, upset and overturn, and loading and unloading pollution coverages.

Bodily Injury and Property Damage	$1,000,000 Combined Single Limit Each Occurrence (Minimum)

D. Excess Umbrella Liability Coverage

Excess Umbrella Liability insurance on an occurrence basis covering claims in excess of the underlying insurance described in A, B, and C above.

Bodily Injury and Property Damage	$5,000,000 Combined Single Limit Each Occurrence (Minimum)

☐ **Hull and Protection and Indemnity Insurance** (required if box is checked)

Hull and Protection and Indemnity insurance if the Work necessitates the use of watercraft of any kind.

Hull	Replacement value of the watercraft (Minimum)
P & I	P & I insurance with a minimum liability limit of $10,000,000 per occurrence including pollution liability and maritime liability coverage evidenced on the SP-23 form or its equivalent, including collision liability, towers liability except cargo, and liability for seepage, pollution, containment and cleanup, with extensions for marine contractual liability, Jones Act, Federal Death on the High Seas Act and general maritime remedies of seamen including transportation, wages, maintenance and cure, whether the action is in rem or in personam.

☐ **Pollution Liability** (required if box is checked)

Pollution liability with a minimum liability limit of $5,000,000 per occurrence covering bodily injury, property damage, including cleanup costs and defense costs resulting from sudden and gradual pollution conditions of contaminates or pollutants into or upon the land, atmosphere, or any water course or body of water. WQIS or its equivalent should be utilized as necessary to comply with U.S. regulations including OPA 90, CERCLA and non-OPA/non-CERCLA.

☐ **Aircraft Liability Insurance** (required if box is checked)

Aircraft Liability insurance if the Work necessitates the use of aircraft of any kind. The policy shall be endorsed to provide coverage for non-owned aircraft as well as Guest Voluntary Settlement.

Bodily Injury and Property Damage	$10,000,000 Combined Single Limit Each Occurrence (Minimum)

☐ **Unmanned Aircraft System (UAS) Liability Insurance** (required if box is checked)

Unmanned Aircraft System (UAS) Liability insurance if the Work necessitates the use of drones or unmanned aircraft of any kind.

Bodily Injury and Property Damage	$3,000,000 Combined Single Limit Each Occurrence (Minimum)

☐ **Professional Liability (E&O) Insurance** (required if box is checked)

If Contractor is providing any professional services, Contractor must obtain professional liability insurance coverage for errors, acts or omissions arising out the Work.

$1,000,000 Combined Single Limit Each Occurrence (Minimum)

Additional Requirements

Contractor shall require any subcontractor at any tier, vendor, supplier, material dealer and others connected with the Work to provide and maintain insurance at all times during the period that their Agreement related to Work under this Agreement is in force and effect at the subcontractor's, vendor's, supplier's, material dealer's, or others' own cost, with insurance limits and in form and issuing companies acceptable to Company.

Contractor shall submit to Company at the time Contractor executes this Agreement, a certificate of insurance, in a form satisfactory to Company, evidencing that satisfactory coverages of the type and limits set forth hereinabove are in effect. Insurers must have a minimum rating of **A- VI** as evaluated by the most current **A.M. Best Rating Guide**. Policies providing such coverages shall contain provisions that in the event of cancellation, insurer will endeavor to provide advance written notice of cancellation to Company. The Contractor's insurance shall be primary and any insurance or self-insurance maintained by Company shall be excess and non-contributory to Contractor's insurance. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of Contractor, the failure of any insurance company to pay claims accruing, or the inadequacy of the limits of the insurance, shall not affect, negate or waive any to the provisions of this Agreement including, without exception, the indemnity obligations of Contractor.

Contractor agrees to require any policies of insurance, except for Workers Compensation and Professional Liability coverages, which are in any way related to the Work and that are secured and maintained by Contractor or its subcontractors, to include Company, its parent and Affiliates, and their directors, officers, employees and agents, as Additional Insured.

Contractor agrees to require all such policies of insurance which are in any way related to the Work and that are secured and maintained by Contractor or its subcontractors, to include clauses providing that each underwriter shall waive its rights of recovery, under subrogation or otherwise, against Company, its parent and Affiliates and their directors, officers, employees and agents. Furthermore, Contractor shall waive all rights of recovery against Company, its parent and Affiliates which Contractor may have or acquire because of deductible clauses in or inadequacy of limits of, any policies of insurance maintained by Contractor.

Agreement No.: Agreement Number ETP
Work Offer No.:_____
AFE/Cost Center No.:_____

EXHIBIT F – SAMPLE WORK OFFER

Contractor submits this Work Offer Proposal to Company pursuant to the terms of the Agreement dated _____, 20__ by and between _____ ("Company) and _____ ("Contractor") ("Agreement"). By its execution hereof, Contractor agrees to perform for Company pursuant to the terms, conditions and provisions of the Agreement, the following described Work, and shall furnish all labor, technical capability, tools, equipment, transportation, materials, (except set forth below), and other facilities and items necessary or convenient to complete the following work as further described and specified in the Specifications and/or Drawing attached hereto and by this reference made a part of this Work Offer ("the Work"):

1. **Project Name/Description of Work:**

2. **Check one of the following statements:**
   - ☐ In the performance of Work under this Agreement, Contractor's personnel will ***not*** perform any DOT Covered Task(s).
   - ☐ In the performance of Work under this Agreement, Contractor's personnel shall perform the following DOT Covered Task(s). Contractor represents and warrants to Company that Contractor's personnel who will perform the DOT Covered Task(s) are qualified under Company's Operator Qualification Program and have the capacity to recognize and react to abnormal operating conditions.
     DOT Task Number and Description:

3. **Company shall furnish the following materials to the following work site(s):**

4. **The Work shall be performed at the following location(s):**

5. **Contractor shall commence the Work by _____ and shall complete the Work on or before _____.**

6. **Contractor offers to complete the Work in accordance with the Agreement for the following consideration, which shall constitute full and complete payment therefore:**
   - ☐ (a) the total lump sum amount of _____dollar ($_____).
   - ☐ (b) in accordance with the Price Schedule, Exhibit D (dated _____) to the Agreement.
   - ☐ (c) in accordance with price per work unit as set forth in Attachment 1, attached hereto and incorporated herein.
   - ☐ (d) In accordance with Contractor's proposal, dated , attached hereto. The Project shall not exceed $ dollars without the prior written approval by an authorized representative of Company and a revision to this Work Offer.
   - ☐ Waive 10% Retainage Fee
   - ☐ Do not Waive 10% Retainage Fee

7. **If Work is to be performed on a time and materials basis, Contractor is responsible for onboarding all individuals performing Work under this Agreement as well as time sheet entry into APTTUS, Company's contract management system, in order for an invoice to be processed. If applicable, valid receipts for all reimbursable expenses shall be submitted in APTTUS with the corresponding invoice. Failure by Contractor to properly submit all required documentation into APTTUS shall be sufficient cause for Company to validly dispute such invoice.**

   All submitted invoices must clearly indicate the Work Offer number in order to be paid. If Contractor's invoice contains a Purchase Order number, the Purchase Order number shall be the same as the Work Offer number submitted to Contractor by Company. All invoices must be emailed to apinvoicesetp.mailbox@energytransfer.com.

Email Invoices to: apinvoicesetp.mailbox@energytransfer.com
(Phone: 214-840-5422)

This Work Offer and its terms are agreed and accepted by:

"Contractor"	"Company"
_____	_____
Signature: _____	Signature: _____
Name/Title: _____	Name/Title: _____
Date: _____	Date: _____

EXHIBIT G
CONTRACTOR'S COMPLETION AFFIDAVIT

_____ ("Contractor") located at _____, having entered into a contract with _____ ("Company"), dated _____, 20__ for the following:

_____

_____

_____

does hereby certify that said contract has been fully and finally completed; that all labor has been fully and entirely paid; that all Federal and State Unemployment and Old Age Benefit Taxes have been paid, or will be paid when due; that all valid State Sales and Use Taxes properly levied on materials, equipment, supplies and services furnished by Contractor have been paid; that all Federal or State Income Taxes required by law to be withheld from employees or others have been withheld and remitted to the proper taxing authority, or will be remitted when due; that all premiums for insurance requirements, all claims for damages of any nature arising from the fulfillment of said contract, all materials, supplies, etc., all labor and bills for materials, supplies, etc., of any and all subcontractors, have all been paid; that payment has been made in full of all claims for damages for which Contractor is required to indemnify Company, its parent and affiliated companies, hereunder, and that any other items payable by the Contractor under said contract have all been paid.

Contractor agrees to indemnify, save and hold harmless Company from any claims, damages, or expenses arising from Contractor's failure to perform or fulfill any of the acts or obligations referred to above.

Contractor: _____

Signature: _____

Name: _____

Title: _____

State of _____

County _____

_____, an individual, makes oath and says that he/she is representing _____ with headquarters at _____, and that he/she examined the foregoing statement and that it is a true and correct statement of facts in respect to each and every matter set forth therein.

Subscribed and sworn to before me this _____ day of _____, 20___.

_____ County _____ State.

_____
Notary Public

My commission expires _____

EXHIBIT I
CONTRACTOR SAFETY

Contractors are required to comply with all applicable Federal, State and local safety, health, and environmental regulations including all Company site-specific and/or business unit policies and procedures applicable to the scope of work being conducted. All Contractors shall have, and adhere to, their own Environmental, Health and Safety Plan. The guidelines presented in this document are not an exhaustive list of all applicable requirements and regulations for the Contractor to conduct work for the Company. Instead, these guidelines highlight certain Company standards that may be applicable for the Contractor based on the scope of work.

It is essential that these rules and safety responsibilities are understood before starting work on Company property and/or projects. Violating safety requirements could jeopardize the welfare of the Contractor and/or Company employees and could result in expulsion from Company property and/or project, and deny the Contractor the opportunity to be considered for future Company projects.

The Company updates this manual periodically. As part of the Contractors obligation, the Contractor shall review the Company's "Contractor Safety Manual" every six (6) months throughout the term of the project. The most current copy can be found on the Company website. This website allows access to the various forms available to achieve documentation requirements:

https://www.energytransfer.com/safety-culture/

EXHIBIT L
WORK CHANGE ORDER

WORK CHANGE ORDER	**AGREEMENT NO.:**
WORK CHANGE ORDER NO.:	**WORK CHANGE DATE:**
CONTRACTOR:	**AGREEMENT DATE:**
PROJECT NAME:	**WORK OFFER NO.**
MODE OF PAYMENT: **☐ Unit Price $_____ ☐ Force Account $_____ ☐ Agreed Amount $_____**	**INVOICE NUMBER**
DATE WORK STARTED: _____, 20___ **DATE WORK COMPLETE:** _____, 20___	**INVOICE AMOUNT**
DESCRIPTION OF WORK (INCLUDE REFERENCE DRAWINGS IF PERTINENT): **REASON FOR WORK:** **SCHEDULE IMPACT:**	**Type Of Extra Work** ☐ Contract Unit Price ☐ Scope Change ☐ Construction Drawing Error ☐ Site Condition Change ☐ Job Acceleration ☐ Other
OFFICE AUTHORIZATION (NAME, TITLE)	**DATE OF AUTHORIZATION**
FINAL INSPECTION OF WORK (NAME)	

Company Payment Approvals			**Contractor Acceptance**		
Title	**Name**	**Date**	**Title**	**Name**	**Date**
Project Manager / Company Rep.					
Director Approval					
V. P. Approval					

EXHIBIT O
CONTRACTOR COVERED TASKS

The Company's "Covered Tasks List" can be reviewed or downloaded by accessing the site as listed below.

https://apttus.energytransfer.com/covered-task/ContractorCoveredTaskList.pdf