

Equitrans LP – Ohio Valley Connector Expansion Project Third Party Environmental Impact Statement – BID DETAIL

1. SCOPE OF WORK TO BE PERFORMED

General Scope of Work

It is Equitrans' intention to hire a third-party contractor(s), under the direction of the OEP staff, to perform services associated with the preparation of a Third Party Environmental Impact Statement as described in section 1.3 of the Request for Proposal document (the "Services"). Contractor will provide all resources necessary to perform these services.

2. TERMINOLOGY

"Equitrans Representative"

Equitrans Representative is defined as any management-level employee of Equitrans directing the Services.

"Contractor"

Contractor is defined as the entity contracted by Equitrans to provide the Services and to manage/supervise the Services as required.

"Contractor Personnel"

Individual(s) employed by Contractor to perform the services delivered to Equitrans in accordance with the applicable Equitrans FERC Master Consulting/Professional Services Agreement and statements of work.

3. TERM

The parameters set forth herein shall be set from the date of an Equitrans issued Purchase Order and shall continue thereafter until written notice of project completion is given by Equitrans.

4. BILLING, EXPENSES and EQUIPMENT

4.1. Rates

Contractor should provide a Time and Materials rate schedule ("Rate(s)") and an estimated total cost for any necessary work, including but not limited to project management and weekly reporting.

The Rate(s) set forth in the Contractor's proposal paid to Contractor by Equitrans shall be all-inclusive and accepted by Contractor as payment in full for all reports, materials, personnel expense, subsistence, machinery, tools, equipment, cell phone/computer, insurance, profit, overhead and all other costs and expense of every kind, character and nature, excepting only those as set forth in Section 4.2 and/or the "Important Notes for Rates" tab within the Appendix B – Bid Pricing Form. The Rate(s) are Equitrans' fee for service only and is **not** intended to communicate a requirement that Contractor Personnel are paid in this manner by Contractor. No additional payment of any kind is contemplated, unless set forth herein.

4.2. Additional Expenses

Approved job related out-of-pocket expenses include postage, communication charges, photocopies, parking fees, tolls, hotel room, rental car and flights at rate of cost plus agreed upon markup. Submitted expenses must be approved in advance and substantiated by receipts. Air travel must be domestic round trip, coach class airfare at the lowest practical fare available at the time the flight is booked. Air travel must be preapproved by ETRN prior to booking the flight.

4.3. Labor

- i. **Independent Relationship.** Equitrans and Contractor acknowledge that Contractor is an independent contractor. Neither Contractor nor any of its employees or contractors are agents or employees of Equitrans, nor do they have the right or authority to create any obligation, express or implied, on behalf of Equitrans or to bind Equitrans in any manner whatsoever.
- ii. **Classification, Withholding and Payment.** Contractor warrants that it shall ensure through actual practice and certification that the persons and entities engaged to perform work hereunder are properly classified and paid under all federal, state and local laws and regulations, including those pertaining to overtime. Contractor acknowledges and agrees that it shall be solely responsible and liable for all obligations set forth in this subsection and shall provide proof of compliance to Equitrans upon request. Contractor shall indemnify and hold harmless Equitrans for Contractor's failure to abide by applicable wage, hour, employment and benefits laws.
 - a. Contractor shall, at its own expense: maintain and retain all time and personnel records as required by applicable law; timely pay all salaries, wages (including overtime premiums, where applicable), benefits and other compensation to the persons and entities performing work hereunder; timely provide and pay for statutory and fringe benefits (including but not limited to worker's compensation insurance, unemployment compensation insurance, and benefits provided for under the Affordable Care Act);

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- b. Contractor shall promptly pay amounts due to its personnel and all subcontractors, materialmen, and other persons and entities it engages to perform work hereunder. Should Contractor fail to provide prompt payment, Equitrans may, in its sole discretion, but not as an exclusive remedy, retain out of any payment due to Contractor an amount sufficient to discharge such obligation;
- c. Contractor shall, at its own expense, timely withhold, collect and pay all applicable federal, state, foreign and local taxes (including but not limited to income taxes, social security taxes, unemployment insurance taxes, disability insurance taxes or similar items).

5. CONTRACTOR PERSONNEL REQUIREMENTS

5.1. Minimum Qualifications

Equitrans' agreement to retain Contractor is predicated on Contractor's commitment to deliver services of the highest quality. Among other things, it is expected that Contractor Personnel will comply with all applicable laws, regulations, codes, permit conditions, Equitrans standards, project specifications and drawings and general industry standards. Contractor will ensure that all Contractor Personnel will be capable of recognizing safety issues and will have the authority to stop any unsafe activity and notify the appropriate Equitrans Representative should an unsafe condition be discovered.

Equitrans may elect to audit Contractor Personnel qualifications to verify that the Contractor is supplying qualified Personnel per the provided requirements.

5.2. Personal Protective Equipment

Personal Protective Equipment (Hard Hat, High Visibility Safety Vest, Safety Glasses, Steel Toed Boots, Hearing Protection and when required, Flame Retardant (FR) approved clothing, Gas Monitors, and Winter Clothing). All Personal Protective Equipment is required to be provided by the Contractor.

6. INVOICES

6.1. Invoicing Procedure

- i. **Monthly Billings:** Contractor shall submit monthly invoices showing weekly timecards and approved out of pocket expenses via Equitrans' transHUB (Oracle) system.