

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

**Jordan Cove Energy Project, L.P. and Pacific Connector Gas Pipeline, LP**

**(Date – 1/30/2017)**

## **DISCLAIMER**

THIS IS NOT A FEDERAL PROCUREMENT.

THE FOLLOWING REQUEST FOR PROPOSALS (RFP) WILL RESULT IN A PRIVATE CONTRACT BETWEEN JORDAN COVE ENERGY PROJECT, L.P. (JCEP) AND PACIFIC CONNECTOR GAS PROJECT, LP (PCGP, AND, TOGETHER WITH JCEP, JCLNG) 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 JCLNG. JCLNG 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:** (name of potential contractor)  
**FROM:** Jordan Cove Energy Project, L.P.  
*and* Pacific Connector Gas Pipeline, LP  
Attn: Claire Johnson  
5615 Kirby Drive, Suite 500  
Houston, Texas 77005  
Tel: 713 400 2809  
**DATE:** 1/30/2017  
**SUBJECT:** Request for Proposals (RFP) to Prepare an Environmental Impact Statement (EIS) for the Jordan Cove LNG Project

(Proposal Due Date: 2/6/2017, 1 PM CT)

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## 1.0 BACKGROUND, OVERVIEW, AND SCOPE

### 1.1 Background

Jordan Cove Energy Project, L.P. (JCEP) and Pacific Connector Gas Pipeline, LP (PCGP) propose to construct an LNG export terminal (LNG Terminal) and a natural gas pipeline (Pipeline). The LNG Terminal will be located at a site near Coos Bay, Oregon. A 233-mile-long natural gas pipeline will be constructed and will connect to the LNG Terminal (The LNG Terminal and the Pipeline are herein referred to as the “Jordan Cove Project”). JCEP and PCGP are soliciting proposals for the consultation and coordination of the development of an Environmental Impact Statement (EIS) and alternatives, early identification and resolution of issues, and preparation of related documents to address the proposed Jordan Cove Project as more specifically described in Section 1.2. The EIS will be prepared under a third-party contractor arrangement with JCEP and PCGP as the applicants and the Federal Energy Regulatory Commission (FERC or Commission) as the lead federal agency for the National Environmental Policy Act (NEPA) process. JCEP and PCGP have requested that FERC begin the NEPA review prior to filing their applications, in accordance with the Commission’s pre-filing process detailed in section 157.21 of the Commission’s regulations.<sup>1</sup> The FERC’s Office of Energy Projects (OEP) staff will be responsible for providing technical direction to the third-party contractor throughout the NEPA review process. Two (2) contracts, one (1) contract with JCEP and (1) contract with PCGP, will be executed pursuant to the third-party contracting procedures set forth in 40 CFR 1506.5(c) and as referenced in the FERC third-party contracting program announced on February 4 and 9, 1994; and in accordance with the FERC Handbook for Third-Party Contracts produced in August 2016.

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<sup>1</sup> 18 C.F.R. § 157.21 (2016).

In 2013, JCEP and PCGP proposed substantially similar projects in Docket Nos. CP13-483-000 (LNG export terminal) and CP13-492-000 (supply pipeline), and the Commission issued a Final Environmental Impact Statement in September 2015 for the projects. However, the Commission denied the applications in an Order issued on March 11, 2016, without prejudice, allowing for the filing of new applications. Further, the Commission's December 9, 2016 Order Denying Rehearing stated that the FERC may "use portions of the existing record, *i.e.* the September 2015 Final Environmental Impact Statement," in OEP staff's analysis of any future applications.<sup>2</sup> However, deliberation between the FERC and other permitting agencies will ultimately determine the applicability of data used under the previous dockets.

As the Applicants, JCEP and PCGP are soliciting proposals through this RFP for a third-party contractor to provide the services described in sections 1.3 and 1.4. The technical and cost proposals will be initially reviewed and evaluated by JCEP and PCGP 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, JCEP and PCGP, and the Director of OEP will sign a Memorandum of Understanding (MOU) that details the roles and responsibilities of each party (a sample MOU is provided in Appendix G). JCEP and PCGP 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. JCEP and PCGP will have no control over nor direct the activities of the contractor. Other federal agencies who could be invited by OEP staff to participate in the NEPA process as cooperators, as defined by the Council on Environmental Quality regulations at 40 CFR 1501.6, may include the Army Corps of Engineers, Bureau of Land Management, Forest Service, Bureau of Reclamation, Department of Energy, Department of Transportation, Coast Guard, Fish and Wildlife Service, and National Oceanic and Atmospheric Administration Fisheries.

JCEP and PCGP have selected a site for the LNG Terminal and have a proposed route for the Pipeline. JCEP and PCGP have secured the services of David Evans and Associates and Edge Environmental, Inc. as JCEP's and PCGP's primary environmental consultants 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 Jordan Cove Project is designed to create a new LNG export point on the Oregon coast to serve overseas markets particularly around the Pacific Rim. The main components of the LNG Terminal include:

- access channel from the existing Coos Bay navigation channel and a terminal marine slip with a berth for one LNG vessel, an emergency lay berth, and a dock

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<sup>2</sup> Jordan Cove Energy Project, L.P., et al., 157 FERC ¶ 61,194 (2016) (December 9 Order).

- for tug and escort boats;
- LNG loading platform and transfer line;
- LNG storage system, consisting of two full-containment storage tanks;
- natural gas liquefaction facilities;
- gas pre-treatment unit;
- emergency and hazard systems, plant systems, and electrical systems;
- a utility corridor;
- other security and control facilities, administrative buildings, and support structures associated with the terminal on the South Dunes Site; and
- workforce housing camp on the South Dunes Site and management village on North Point.

PCGP proposes to construct and operate a new, approximately 233-mile-long, 36-inch natural gas transmission pipeline crossing through Klamath, Jackson, Douglas, and Coos Counties, Oregon. The Pipeline will be designed to transport 1,200,000 dekatherms per day (Dth/d) of natural gas to the LNG Terminal from interconnections with the existing Ruby Pipeline LLC (Ruby) and Gas Transmission Northwest LLC (GTN) systems near Malin, Oregon. The maximum allowable operating pressure of the Pipeline will be 1600 pounds per square inch gauge. Other Pipeline facilities include:

- Klamath Compressor Station, with 45,000 horsepower of compression, at the eastern beginning at the interconnections with Ruby and GTN;
- four (4) meter stations, including the Klamath-Beaver Meter Station and Klamath-Eagle Meter Station co-located within the Klamath Compressor Station tract, the Clarks Branch Meter Station, and the Jordan Cove Meter Station;
- five (5) hot taps for potential future service for local communities;
- five (5) pig launcher or receiver units, co-located with other aboveground facilities;
- 17 mainline block valves; and
- a gas control communication system, including communication towers.

The proposed route of the Pipeline generally follows that proposed previously in Docket No. CP13-492-000. However, the new alignment incorporates 53 route modifications that accommodate stakeholder requests, improve the project design, facilitate construction, avoid hazards, and mitigate environmental impacts.

Maps of the proposed Jordan Cove Project are included as Appendix E. JCEP and PCGP 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 that the best facility site (e.g., LNG terminal and interconnecting pipeline route) has been selected, JCEP and PCGP have requested FERC staff to begin its NEPA review process prior to receipt of JCEP and PCGP's

applications. Accordingly, JCEP and PCGP have provided as much information as is currently available about project scope at this time in the process.

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

1. verify, update, and maintain environmental mailing lists;
2. coordinate and attend agency sessions and other meetings and site visits (including a helicopter fly-over review) as requested by OEP staff and summarize comments for posting to FERC's public record;
3. identify and summarize concerns raised by regulatory agencies and other stakeholders;
4. attend JCEP and PCGP's open house/public meetings;
5. work with OEP staff to identify additional concerns of affected/adjacent landowners, landowner organizations, environmental groups, and federal, state and local agencies;
6. communicate with and assess information from those concerned parties and advise JCEP and PCGP's environmental consultants and JCEP and PCGP's staff in the collection of data and the suggestions of alternative sites/routes and mitigation measures to respond to these concerns;
7. prepare periodic draft project update tri-folds;
8. prepare a draft Notice of Intent for public scoping, and coordinate and participate in public scoping sessions;
9. maintain an "Environmental Comment Tracker" spreadsheet for the duration of the project;
10. prepare and submit "draft Environmental Comments" on the ERRs to OEP staff;
11. review and comment on field surveys conducted by JCEP and PCGP's environmental consultants, 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 JCEP and PCGP's environmental consultants 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;
- work required to delineate waters of the U.S. and wetlands that will be subject to the federal permitting requirements; and
- work required to comply with the Coastal Zone Management Act and the Magnuson-Stevens Fishery Conservation and Management Act.

JCEP and PCGP's environmental consultants will prepare the RRs for filing with JCEP and PCGP's applications, in compliance with FERC's regulations. The content of each of the thirteen (13) RRs 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 JCEP and PCGP file the applications with FERC. See Section 2 of this RFP.

### **1.3.2 Post-Filing Activities**

Once JCEP and PCGP have filed their applications 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 PADEIS to the OEP staff;
- incorporate comments from OEP staff into an administrative draft EIS (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 draft EIS (DEIS) to OEP staff;
- coordinate and participate in public comment sessions on the DEIS and organize comments for review; assist the OEP staff in preparing responses to public comments on the DEIS;
- prepare and submit an administrative final EIS (AFEIS) to OEP staff and the cooperating agencies, as necessary;
- prepare and submit a final EIS (FEIS) to the OEP staff;
- prepare periodic draft project update tri-folds, 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 FEIS.

To reiterate, the OEP staff will direct the activities of the contractor in the consultation, reviews, preparation, and processing of the documents within the scope identified herein. The Applicants will have no control over nor direct the activities of the contractor, excepting the processing of invoices and other budgetary matters.

## **2.0 SERVICES REQUIRED**

The selected third-party contractor will be responsible for working along with the OEP staff and the various stakeholders while JCEP and PCGP's RRs 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 JCEP and PCGP 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 may be required to attend meetings with OEP staff (kick-off meeting and several project-specific meetings) at the FERC Headquarters in Washington DC and be present in the FERC's offices during the final stages of the preparation of the production-ready copies of the EIS documents to ensure that all comments from OEP staff and other participating agencies are adequately addressed.

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

- 2.1** Preparation of all project-related documents, reports, and notices required by OEP staff. In addition to paper copies, all materials must be provided to the OEP staff on compact disks, in Microsoft Word 2010 format, or as otherwise agreed to by the OEP Environmental Project Manager. Any required databases (such as mailing lists) must be Excel or Access 2010 compatible. The camera-ready DEIS and FEIS will be provided as pdf files as specified by the OEP staff, in addition to hard copy, and Word versions.
- 2.2** Prepare notices, agendas, itineraries, and presentation materials and summaries for bi-weekly conference call meetings, agency meetings, public scoping meetings, and public comment meetings on the DEIS, and other meetings. 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 sessions to take comments on the DEIS. The contractor will prepare a summary of agency scoping comments/issues for subsequent agency review and concurrence. Assume at least five (5) scoping sessions and five (5) additional sessions to take public comments on the DEIS will be conducted. Potential locations for these sessions will be Coos Bay, Rosburg/Canyonville, Medford, Klamath Falls, and Malin, Oregon.
- 2.3** 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. JCEP and PCGP will provide initial agency and affected property owner lists.

- 2.4** 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 section 2.5 (below). Studies shall take into account both direct and indirect 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.
- 2.5** 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:<sup>3</sup>

1. Cover Sheet
2. Executive Summary (including Impact Summary Table)
3. Introduction
4. Description of Proposed Project
5. Alternatives
6. Affected Environment
7. Environmental Consequences (including Cumulative Impacts)
8. Conclusions (including summary of unavoidable significant adverse effect) and Recommendations (mitigation measures, including mitigation monitoring plan)
9. Agencies and Sources Consulted
10. List of Preparers and Contributors
11. References
12. EIS Distribution List
13. Index
14. Comments and Responses (FEIS only)
15. Appendices and Technical Reports (including Essential Fish Habitat Assessment, if appropriate)

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 purpose and need 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 Jordan Cove Project identified by JCEP and PCGP will be identified in Resource Report #10. Any project alternatives identified by the OEP staff will also be addressed.

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<sup>3</sup> See 18 CFR 380.7 and 40 CFR 1502.10 for additional guidance.

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. LNG Terminal, Compression Facilities, and Pipeline Route Description, as appropriate
4. Ancillary Facilities
5. General Design Parameters
6. Construction Methods, 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 JCEP and PCGP (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 erosion control and restoration/revegetation)
3. Water Resources (surface water and groundwater hydrology and quality, and wetlands)
4. Biological Resources (including wildlife, vegetation, wetlands, aquatic biology, essential fish habitat, 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

**2.6** Prepare supporting maps showing the location of all project facilities and related areas of disturbance, and pertinent resource data. JCEP and PCGP will be responsible for developing most maps requested by the third-party contractor. The scale of the supporting maps will normally range from 1:3,600 to 1:24,000 depending on the complexity/sensitivity of the resources potentially affected and project specifics.

- 2.7 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.
- 2.8 Arrange with JCEP and PCGP 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 JCEP and PCGP for all costs associated with OEP staff participation in overflights.)
- 2.9 Analyze comments and prepare draft responses to comments on the PADEIS, ADEIS, DEIS, and FEIS, and related documents.
- 2.10 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 will 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.)
- 2.11 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.
- 2.12 Prepare a Biological Assessment.
- 2.13 Prepare an Essential Fish Habitat Assessment.
- 2.14 If the project requires a general conformity analysis or a CZMA consistency review (not the application to the state, just internal points) the contractor may be required to support the development of these documents.

**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 JCEP and PCGP 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 Applicants.

Activity	Date
Pre-Filing Application Approval	February 14, 2017
Preliminary Resource Report 1 and 10 Submission	March 1, 2017
Draft Resource Reports 2-9, 11-12 Submission	March-May 2017
Draft Resource Report 13 Submission	June 1, 2017
NGA Section 3 and 7c Application Submission	August 30, 2017
FERC Order Granting Authorizations	November 2018

### **3.1 Third-Party Contractor Selection**

1. JCEP and PCGP sends out RFP to contractors.
2. Hold contractors' teleconference on 2/1/2017, 5 – 7 PM CT
3. Submit proposals to JCEP and PCGP by 2/6/2017, 1 PM CT
4. Submit proposals to OEP staff.
5. OEP selects third-party contractor,
6. Complete contract negotiations with JCEP and PCGP.
7. Execution of MOU between JCEP and PCGP, OEP, and third-party contractor.
8. Third-party contractor begins work.

### **3.2 JCEP and PCGP's Certificate Application Development Work**

1. Conduct open houses/public meetings.
2. Begin environmental surveys.
3. Completion of civil and design survey.
4. Completion of environmental surveys.
5. Submission of draft RRs to OEP Staff.
6. Submission of FERC application and final RRs.
7. Receive FERC authorization.

### **3.3 JCEP and PCGP Project Schedule Milestones<sup>4</sup>**

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

#### **3.3.1 Pre-Filing**

1. Study facility location, LNG terminal engineering, and pipeline route plans, attend open house/public meeting(s)
2. Coordinate agency scoping meetings
3. Issue Notice of Intent, hold EIS scoping meeting(s)
4. Conduct site visit(s) and route investigations and alternative site and route analysis
5. Review draft RRs
6. Begin preparation of PADEIS

#### **3.3.2 Post-Filing**

(File FERC application on day 0)

1. Contractor delivers PADEIS to OEP staff: 120 day
2. Comments on PADEIS returned to contractor: 141 day
3. Contractor delivers ADEIS to OEP staff and Cooperating Agencies: 176 day
4. Comments on ADEIS returned to contractor: 190 day

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<sup>4</sup> Note that for Natural Gas Act-related Project section 157.21 of the Commission's regulations specifies some general timelines that must be met.

5. Contractor delivers camera-ready DEIS to OEP staff: 211 day
6. OEP mails DEIS: 216 day
7. Hold public meetings to receive comments: 246 day
8. Contractor delivers preliminary FEIS to OEP staff and Cooperating Agencies: 303 day
9. Comments on preliminary FEIS returned to contractor: 324 day
10. Contractor delivers camera-ready FEIS to OEP staff: 345 day
11. OEP mails FEIS: 350 day

## **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 JCEP and PCGP 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 JCEP and PCGP on February 1, 2017 from 5 p.m. to 7 p.m. CT. Call in information will be provided to third party candidates who have provided a Letter of Intent. At the conference, questions will be answered by JCEP and PCGP. 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 or telephone facsimile number 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 JCEP and PCGP's environmental consultants 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 JCEP and PCGP as soon as possible, but in any event no later than 3 days prior to the proposal due date. Contractors shall also return all material to JCEP and PCGP.

Contractors must provide two (2) copies of the technical proposal and cost estimate; JCEP and PCGP will coordinate distribution, and ultimately provide the OEP staff with one hardcopy and one electronic copy of the proposals. Cost estimates must be submitted in separate sealed envelopes labeled "COST ESTIMATE." 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 Oregon, 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 (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 and JCLNG.

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, and, as applicable, marine terminal projects. Emphasize prior work experience with the FERC, as its third party NEPA contractor, for natural gas-related projects, Oregon state agencies, major relevant construction projects, and 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.

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**.

Key project personnel cannot be replaced without the explicit approval of OEP staff.

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 of this RFP. 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 Applicants.**

It is important that contractors demonstrate to JCEP and PCGP and the OEP staff that ample resources exist to meet the project schedule. If a contractor has multiple EIS 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. Pursuant to 40 CFR 1506.5(c), contractor selection is based on ability and absence of conflicts of interest. 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.)
- JCEP and PCGP will complete an OCI Certification. (See Appendix D.)

#### 4.3.8 Resumes

Resumes may be submitted as an attachment to the proposal or as a separate volume. All resumes should be limited to two (2) 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

**Contractor shall submit two (2) cost estimates** for the performance of the work described in this RFP based on time, materials and expenses. One cost estimate shall apply to the scope of work as it applies to JCEP’s proposed LNG Terminal and the second cost estimate shall apply to the scope of work as it applies to PCGP’s proposed Pipeline. The contracts will be reimbursable with compensation being paid based on actual work performed and expenses incurred.

The cost estimates shall delineate the costs of the scope of work activities per the below table. Additionally, contractor shall providing a Rate Sheet including all applicable hourly labor rates (with individual job titles), daily crew labor and expenses rates and other applicable unit rates potentially foreseen as applicable in performance of the scope of work for both JCEP and PCGP and/or that could potentially apply to the project for any work beyond the scope stated in this RFP. Any limiting assumptions used to prepare the cost estimate should be clearly specified.

Scope Description	Labor Hours	Labor Total	Expenses	Project Total	Cost by Year	
					2017	2018
1 Mailing List and Notices						
2 Open House, Scoping Mtg. Agency Mtg.						
3 Scoping Issues Tracking						
4 Draft Survey Reports Review						
5 Draft Resource Reports Review						
6 Draft EIS						
7 Public Meeting on Draft EIS						
8 Responses to Public Comments on DEIS						
9 Final EIS						
10 BA and EFH Assessment						
11 Project Management System						
Total						

JCEP and PCGP each anticipate awarding and signing a Third-Party Services Agreement with the selected contractor resulting in two (2) separate contracts. JCEP and PCGP understand 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 Applicants under the provisions of the contracts.

Assume that JCEP and PCGP, 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 contract negotiations are completed. JCEP and PCGP 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 JCEP and PCGP 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 JCEP and PCGP that should assist contractors in preparation of their proposals. Note that JCEP and PCGP will only entertain questions about this RFP at the Contractor's (Tele) Conference discussed in section 4.2.

#### **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 JCEP and PCGP and the contractor.

#### **4.3.12 Addresses**

Submit Letters of Intent via e-mail to:

Claire M. Johnson  
claire.johnson@jordancovelng.com

Submit Technical Proposals and Cost Estimates to:

Attn: Claire Johnson  
5615 Kirby Drive, Suite 500  
Houston, Texas 77005  
Tel: 713 400 2809  
claire.johnson@jordancovelng.com

Technical Proposals and Cost Estimates should be submitted to JCEP and PCGP by 2/6/2017, 1 PM CT.

## **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 JCEP and PCGP, 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.

JCEP and PCGP will provide the OEP staff with one (1) hardcopy and one (1) electronic copy of the contractors' proposals, along with the contractors' OCI statements, CEII non-disclosure agreements, and JCEP and PCGP's OCI certification of each contractor. General and Administrative Law (GC-13) (GAL) 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 JCEP and PCGP of its selection and the MOU is signed, JCEP and PCGP will negotiate and fund contracts with the contractor. JCEP and PCGP will keep the OEP staff apprised of the negotiations with the contractor. Once the contracts have been executed, the contractor will proceed to work solely under the direction and guidance of the OEP staff. Pursuant to 40 CFR § 1506.5(c), the responsible official (*i.e.*, the OEP staff) "shall furnish guidance and participate in the preparation and shall independently evaluate the [environmental document] prior to its approval and take responsibility for its scope and contents."

Appendices:

- 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*

**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<sup>1</sup> 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);

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<sup>1</sup> 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 : \_\_\_\_\_

Name of Person  
or Organization: \_\_\_\_\_

**OCI Questionnaire<sup>1</sup>**

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?<sup>2</sup>  
 No.  
 Yes. A full disclosure and discussion is given in the attached pages.

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<sup>1</sup> All questions in the questionnaire apply to parent companies and affiliates as well. Whenever possible, each affiliate should submit a separate questionnaire. However, in the event each affiliate does not submit a separate questionnaire (for instance, to avoid completing a large number of questionnaires), this questionnaire must incorporate information regarding all affiliates.

<sup>2</sup> See Definitions in Chapter 4 (defining affiliates as businesses that directly or indirectly control or have the power to control another, or when a single third party controls or has the power to control both businesses).

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 any business entity (including a parent company, affiliate, or any other business arrangement) that could be affected in any way by the proposed work under this solicitation?
- 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) and how it would be affected by the proposed work under this solicitation.
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 (*applicant name*) 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 : \_\_\_\_\_

**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: \_\_\_\_\_

**OCI Certification**

I, (*applicant representative*), am responsible for reviewing proposals received in response to (*applicant name*)'s Request for Proposals for the preparation of an Environmental (*Assessment/Impact Statement*) and related documents and services for the proposed (*project name*) 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 : \_\_\_\_\_

**PROJECT OVERVIEW MAP**

E1 - LNG Terminal Location Map

E2 - PGCP Overview Map

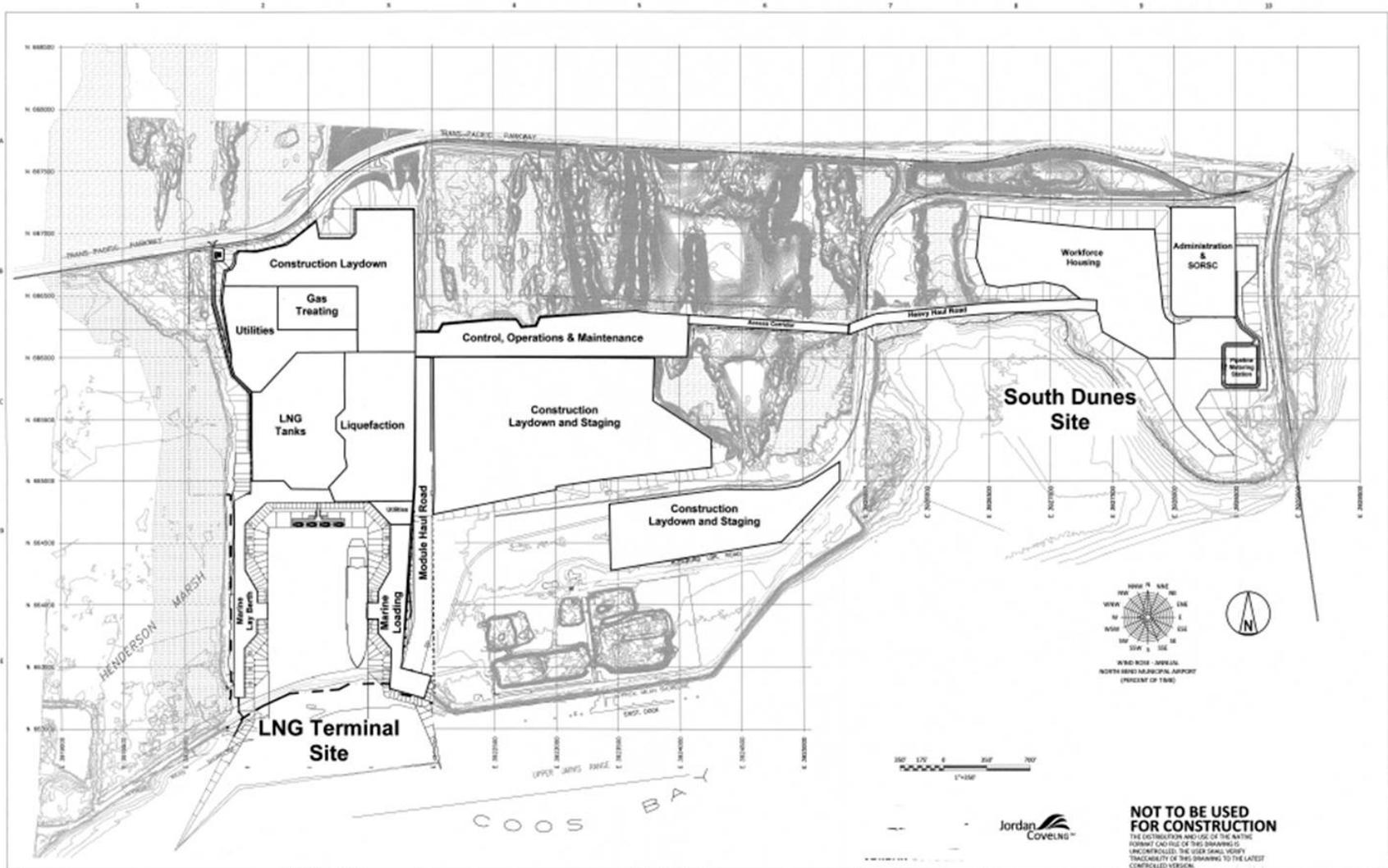
E3 - LNG Terminal Plot Plan

# E1 – LNG Terminal Location Map





# E3 – LNG Terminal Plot Plan



**LIST OF BACKGROUND DOCUMENTS**

Location of September 2015 FEIS:

<https://www.ferc.gov/industries/gas/enviro/eis/2015/09-30-15-eis.asp>

**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.)*

**MEMORANDUM OF UNDERSTANDING**

**Between the**

**FEDERAL ENERGY REGULATORY COMMISSION**

**the (Applicant's Name) and**

**the (Contractor's Name)**

- a. **Background.** The Energy Policy of 1992<sup>1</sup> 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).<sup>2</sup> In its "Forty Questions" issued in the Federal Register on 23 March 1981, the Council on Environmental Quality indicated the term "third-party contract" referred to contractors paid by the applicant but selected by the agency. 40 CFR 1506.5(c) further stipulates that the contractor must execute a disclosure statement prepared by the agency to avoid any conflict of interest. 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 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).

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1 16 U.S.C. 797d.

2 42 U.S.C. §§ 4321-4370h (2012).

The contract between the Applicant and the Contractor will be executed pursuant to the third-party contracting procedures set forth in 40 CFR 1506.5(c) and as described in the FERC Handbook for using Third-Party Contractors to Prepare Environmental Documents (August 2016).

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**

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 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**

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Signature

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Typed Name

Director, Office of Energy Projects

Typed Title

---

Date

**Applicant**

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Signature

---

Typed Name

---

Typed Title

---

Date

**Contractor**

---

Signature

---

Typed Name

---

Typed Title

---

Date